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Erie Community College And Ufw
Local 3300 (Administrators Assn Of
Erie Co Cc)

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COLLECTIVE BARGAINING AGREEMENT

By and between

THE COUNTY OF ERIE

and

THE ADMINISTRATORS' ASSOCIATION OF
ERIE COMMUNITY COLLEGE,
UNITED AUTO WORKERS LOCAL 3300

September 1, 1999 through August 31, 2003

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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Exec Plan of Workforce Develop

STATEMENT OF PURPOSE

It shall be the policy of the County of Erie in the purpose of this Agreement to promote harmonious and cooperative relationships between the County of Erie and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government.

THIS AGREEMENT by and between the Administrators Association Local 3300 United Auto Workers, of Erie Community College (hereinafter referred to as the "Association") and the County of Erie (Erie County Executive and Erie County Legislature) and the Trustees of Erie Community College (hereinafter referred to as the College").

WHEREAS, it is the intent and purpose of the parties hereto to set forth herein the basic agreement governing wages, hours of work and other conditions of employment to be observed by the parties hereto.

NOW, THEREFORE, it is mutually agreed as follows:

LEGISLATIVE REVIEW

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

AGREEMENT

TERM: Four Years

WAGES: Effective September 1, 1999-1.0%
Effective September 1, 2000-2.0%
Effective September 1, 2001-3.0%
Effective September 1, 2002-3.0%

ADMINISTRATIVE ADVANCEMENT:

Administrators will be eligible once only, per position appointed to, for administrative advancement in accordance with the attached schedule and rules.

SENIORITY:

Seniority achieved in Step 8 through Longevity 1-3 will carry forward and be counted toward achieving longevity steps as the administrator rank advances.

PO 21s:

The Association agrees that pending ratification and passing of this proposed Agreement all PO 21's that are currently pending will be withdrawn. Furthermore, for the term of this Agreement - September 1, 1999 through August 31, 2003- the Association will not process additional PO 21s or seek arbitration on behalf of its members on this issue.

Evaluation Process:

The Association and the Director of Human Resources will meet within one month of the ratification and passing of this agreement to set up and implement an evaluation procedure which will include the existing Administrative Evaluation. Any administrator whose last evaluation was unsatisfactory and is eligible for administrative promotion shall not qualify. These administrators will be eligible to reapply in the subsequent year pending he/she having completed a satisfactory evaluation.

ADMINISTRATIVE PROMOTION

1. Administrators who have served at the top step of their job group for one year or presently receive longevity pay and who meet minimum rank criteria for the promoted job group shall advance to the next higher rank and job group beginning with September 1999, and each September thereafter. **Seniority achieved in Step 8 through and including longevity 3 will carry forward and be counted toward achieving longevity steps as the administrator rank advances. Example: Someone on longevity 1, step 9 having spent two years there; goes to JG 10 Step 8. When they reach longevity 1 they will have already spent two years there and will move to longevity 2 in two years. Further it is understood that employees having already served the 5 years at the top of job group step 8, will sit for 1 year at Step 8 and then move to longevity 1. Example: A person rank advances from a JG 12 L1, will rank first to JG 13 step 7, the next year they will move to step 8 and the following year they will move to L1, where they will serve the contractual length of time. (Clarification from labor management meeting 9/13/99.**
2. Each administrator following the first year of implementation (September 1999) who desires administrative advancement shall submit to the Director of Human Resources by March 1, a letter with the following information:
 - a. Name
 - b. Present pay group and step
 - c. Contractual groups and pay to be advanced
 - d. Evidence of eligibility (minimum requirements for that job group and step).
 - e. Date
3. Each administrator to be advanced shall; have received a satisfactory evaluation of their professional responsibilities.

4. Eligible administrators will be assigned per the chart below:

From job Group/Step	To Job Group/Step		From Job Group/Step	To Job Group/Step
6-8	7-6		11-8	12-7
6 L1	7-7		11 L1	12-8
6 L2	7-7		11 L2	12-8
6 L3	7-8		11 L3	12 L1
From job Group/Step	To Job Group/Step		From Job Group/Step	To Job Group/Step
7-8	8-7		12-8	13-7
7 L1	8-7		12 L1	13-7
7 L2	8-8		12 L2	13-8
7 L3	8-8		12 L3	13-8
8-8	9-7		13-8	14-7
8 L1	9-8		13 L1	14-7
8 L2	9-8		13 L2	14-8
8 L3	9 L1		13 L3	14-8
9-8	10-7		14-8	15-7
9 L1	10-8		14 L1	15-7
9 L2	10 L1		14 L2	15-8
9 L3	10 L2		14 L3	15-8
10-8	11-7			
10 L1	11-7			
10 L2	11-8			
10 L3	11-8			

ARTICLE 1: RECOGNITION

Section 1.1 The Employer recognizes the "Administrators Association of Erie Community College" as the exclusive collective bargaining representative of the Employees covered by this Agreement and covers each full-time employee in a position specified in Appendix "All as defined by the Public Employment Relations Board in its decision of September 20, 1973 as contained in the decision

affecting the petition for recognition contained in Case No. C-0958. This exclusive recognition will extend to the maximum permitted by law.

Section 1.2 Included in this bargaining unit are the Class Titles as they are listed in Appendix "All attached hereto and made a part hereof.

Section 1.3 The Employer agrees to meet quarterly and at special meetings when deemed necessary with the President and another member of the unit to review any new class titles and changed class titles and/or job specifications for the purpose of allocating these new or revised class titles which may have been created in the preceding three (3) months.

Section 1.4 In the event the parties fail to reach a mutual agreement upon the allocations of such class titles, then the disputed class titles and/or specifications will be submitted to the appropriate official of the Public Employment Relations Board (PERB) for his advice and guidance within fifteen (15) days of the meeting, whose decision will be final and binding on the parties.

Section 1.5 Effective upon the signing of this Agreement, the Employer shall notify the Association prior to the implementation of a job description covering a new bargaining unit position or a change in the description of an existing bargaining unit position. The Administrator's Association may present its comments, if any, in writing, covering such job description within five (5) working days of the date of such notification. Upon receipt of such written comments or expiration of the five days, whichever is sooner, the Employer may implement such job description. A copy of the finalized job description shall be sent to the Association. It is agreed and understood that the implementation, composition and content of job descriptions or any change thereto are within the sole and exclusive discretion of the Employer.

ARTICLE 2: MANAGEMENT RIGHTS

The College and the County reserve unto themselves all rights, powers, authority, duties and responsibilities conferred upon and vested in them by the laws and the Constitution of the State of New York, and/or the United States, including but not limited to the right to determine the mission, purpose, objectives and policies of the college; to determine the facilities, methods, means and number of personnel for conduct of the College programs; to administer the merit system including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transferal of employees from one department to another or from one campus to another; to direct employees and to utilize the work force; to establish specifications for each class of positions; to classify or reclassify and to allocate or reallocate new and existing positions, and to discipline or discharge employees.

ARTICLE 3: ASSOCIATION/ADMINISTRATION RELATIONS

Section 3.1 The President of the College or his designee shall, within fifteen (15) working days after receipt of an agenda, meet with the President of the Association and/or his authorized designee to discuss non-contractual matters of interest and/or concern to either party.

Section 3.2 The College will provide the Association all agenda for all regular meetings of the Board of Trustees, such agenda to be available to the President of the Association coincident with the availability to the general public. Any other such material that is made available to the public will also be made available to the Association at the same time.

ARTICLE 4: DUES CHECK OFF AND AUTHORIZATION

Section 4.1 The County shall deduct from the wages of employees and remit to the Administrators Association of E.C.C., Main and Youngs Roads, Williamsville, New York, regular membership dues for those employees authorizing such deductions. Their deductions shall be made at times corresponding to the employer's regular payroll period.

Section 4.2 Deduction authorized by an employee shall continue as long as so authorized unless and until such employee notifies the County of his desire to discontinue or to change such authorization in writing by registered mail and the County shall forward a copy of employee's notification to the Administrators Association.

Section 4.3 Agency Shop. Effective upon the signing of this agreement and during its term, deductions shall be made from the wages of each bargaining unit employee which is not a member of the Administrator's Association of Erie Community College, in the amount equivalent to the dues levied by the Association. Such amount shall be deducted on a biweekly basis and shall be transmitted together with the biweekly dues deduction as hereafter set forth. The Association agrees to hold the County safe and harmless because of said deduction.

Section 4.4 The Association shall certify to the employer in writing the current rate of membership dues and shall give the Employer (30) days notice prior to the effective date of any changes. Deductions above referred to shall be made in line the daily payroll deduction membership application which will be the duly authorized form for the County to deduct dues from the employees' wages.

Section 4.5 The Employer following each pay period from which those deductions are made will transmit the amount so deducted to the Association within thirty (30) days. All transmittals shall be sent out by a listing of the members from whom the deductions have been made and the amount deducted from each.

Section 4.6 The County agrees to deduct from wages of any bargaining unit employee of the Association who submits to the payroll department a voluntary, signed C.A.P. Deduction Authorization Card. Such voluntary deduction cards must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the County and the Association. Payroll deductions will commence no later than the next pay period after the cards are received by the payroll department. The voluntary, signed payroll deduction authorization card for the C.A.P. Deduction shall specify a whole dollar amount to be deducted from the employee's pay period twenty-six times in each calendar year. Monies voluntarily deducted pursuant to the provisions of this section shall be remitted to the Union once a month, thirty days after the last deduction is made each month, together with a list showing the name of each employee from whose pay such deductions have authorized and the amount to be deducted during the period covered by the remittance. Adjustments to reflect actual deductions will be made twice a year.

The Union agrees to hold the County harmless and to defend said County, including all costs of such defense, against any claims whatsoever rising out of the deductions made pursuant to this section.

ARTICLE 5: BULLETIN BOARD POSTING

The Employer shall provide exclusive bulletin board space (1 board) in an accessible place on each campus of the College for the purpose of posting notices only of the following: Association meetings,

Association elections, Association appointments, Association recreational and social events, Unemployment Compensation information and other materials of non-political nature if prior written approval after review of such other material is given by the County Division of Labor Relations.

No material which is profane or obscene, defamatory of the County and/or the College or its representatives or is political in any way or is in any way detrimental to labor-management relations, shall be posted. Upon written demand from the Employer, the Union shall promptly remove from such bulletin boards any such material.

The Employer retains ownership of the bulletin boards. In the event the Association fails to so remove material or otherwise violates this section, the Employer reserves the right to permanently remove said material of the bulletin board upon which said material is posted.

ARTICLE 6: ASSOCIATION BUSINESS MEETINGS/ACTIVITIES

Effective upon the signing of this Agreement, the College will provide meeting space for regular meetings of the Association on approval of the President, or his designee, upon seven (7) days advance written notice. Such meetings shall be limited solely to bargaining unit employees. All Association activities including meetings will be held at times which do not conflict with the regular office hours of the College, or the respective working hours of the employees in attendance. Where such activity including meetings which must be held at times which do not conflict with the regular office hours of the College, do conflict with an employee's working hours, such employee may be allowed time off within the sole discretion of the President of the College or his designee to attend such activity. Such time off must be charged, at the employee's option to compensatory time, if any, or leave without pay. The Association shall have the right to have non-association members attend such meetings for the purpose of discussing official association business. If such meeting is held on college property, the President of the College shall be notified if any non-members shall be in attendance.

ARTICLE 7: PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 7.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Administrators Association shall share equally with the employer the responsibility for applying this provision of the Agreement.

Section 7.2 All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 7.3 The employer agrees not to interfere with the rights of employees to become members of the Administrators Association and there shall be no discrimination, interference, restraint or coercion by the employer or an employer representative against any employee because of Association capacity on behalf of the Association.

Section 7.4 The Administrators Association recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 7.5 The Administrators Association agrees that it will not interfere with, coerce or intimidate any of the employees into joining the Administrators Association. The Administrators Association recognizes that no employee is required to join or refrain from joining the Association or withdraw from the Association.

ARTICLE 8: NO STRIKE CLAUSE

The Administrators Association recognizes the employees of the College as "public employees" and the provisions of the New York State Public Employees Fair Employment Law, Article 14 of the Civil Service Law which prohibits strikes. The Administrator's Association asserts that it will not engage in, cause, instigate, encourage or condone a strike or concerted stoppage of work or slowdown.

ARTICLE 9: ACCESS TO EMPLOYEES

Section 9.1 Every six months during the duration of this Agreement, the County shall furnish the President of the Association a list of employees in the Bargaining Unit. This list shall be issued by Erie County Personnel Department containing name, address, title, department, pay grade, step and salary amount.

Section 9.2 The County, every month, shall furnish to the Association President information showing changes of address of employees in the Bargaining Unit.

Section 9.3 Six months prior to the termination date of this Agreement, the County shall furnish to the Association president a total list of employees in the Bargaining Unit and the total number of employees in each particular grade level of the salary structure.

Section 9.4 Each member of the bargaining unit will notify the Employer immediately upon any change of address, phone number, name, marital status, insurance coverage available to spouse or other like change in the employee's personal status.

ARTICLE 10: RETRENCHMENT

Effective upon the signing of this Agreement:

Section 10.1 In the event retrenchment is necessary, the College will provide a minimum of 14 calendar days notice of any impending layoff. During this period, the Association shall have the right to request a meeting with the President and/or his designee to discuss the impact of said layoff along with any other suggestions the Association might put forward.

Section 10.2 Seniority is defined as the length of an employee's continuous service in a full-time bargaining unit position from the date of his/her first hire at the College and his/her entry into the bargaining unit. It is understood however, that should an employee accept a full-time position at the College outside of the bargaining unit without interrupting his/her continuous service within the County, such employee shall retain all seniority rights earned while in the bargaining unit and shall be reinstated with same should he/she return to a bargaining unit position. It is understood that during the length of time in which the employee services in a position which is outside of the bargaining unit that employee will be subject to Article 4 of this agreement.

Section 10.3 Where there is a layoff in a specific job classification, the employee with the lowest seniority in that classification shall be retrenched first and so on in inverse order of seniority. In no event shall permanent employees be retrenched in order to create, maintain, or sustain a position(s) for part-time employees in the positions affected by such retrenchment, or substantially performing (more than 50%) the duties of such a position.

Section 10.4 A displaced employee shall have the right to bump laterally providing he or she meets or exceeds the job specifications of the position to which the bump is sought as determined by the employer and seniority permitting. If a lateral bump is not available and if the displaced employee has previously held a position in the bargaining unit on a permanent basis or meets or exceeds the job specification, which term includes any equivalencies which may apply, of the lower level bargaining unit position as determined by the employer, he/she may bump the employee with the least seniority in that position, seniority permitting.

Section 10.5 "Permanent Vacancy" as used in this Agreement is defined as an unencumbered budgeted position covered by the bargaining unit which exists when and if the Employer in its sole discretion decides to fill such a position.

Section 10.6 Retrenched employees shall have recall priority by order of seniority for a period of three (3) years to a permanent or temporary vacancy in his/her former position. He/she shall also have recall priority by order of seniority for a period of three (3) years to any bargaining unit position he/she previously held on a permanent or temporary basis and to any full time vacancy (in a salary level equal to or lower than his/her former position) in the College for which the College determines he/she is qualified. **It is understood that qualifications include any equivalencies which might apply to any position.** During the period of recall priority, the retrenched employee shall continue to accumulate seniority. In addition, this recall priority shall include full-time bargaining unit positions (in an equal or lower salary level to his/her former position) under grants and employment programs subject to any limitations imposed under such grant or employment program and full-time bargaining unit position(s) (in an equal or lower salary level to his/her former position) created by the Employer to exist for less than one (1) year.

Section 10.7 The College President or his designee shall send written notice to eligible retrenched employees of an available position to which they have recall priority at least fifteen working days prior to filling the vacancy. Such notice shall be sent to the employees last address on file at the College, via registered mail, return receipt requested, and a copy of the notice will also be sent to the President of the Association. If an employee fails to respond within 10 working days of the receipt of the letter or negatively responds to the recall to his former position, or does not return to work within twenty work days, his name shall be removed from the list and he shall be deemed to have terminated his employment. Should the employee be recalled to a position other than his former position and fails to timely respond or negatively responds or does not report to work within twenty work days, he shall not be eligible for recall to any other position except his former position, seniority permitting. Should any employee accept recall to any temporary vacancy, or accept a vacancy in a lower salary grade, the employee's right to recall time shall be frozen at the time expired as of the return to work date and the employee's right to recall to a permanent vacancy shall remain frozen until the employee leaves the temporary position, at which time his right to recall time shall continue to expire.

Section 10.8 An employee who assumes a lower level position due to the application of either Section 4 or 6 of this Article shall be given a thirty (30) calendar day trial period in such position. Should at the end of said period, the Employer determine that he has failed to satisfactorily perform in such position, he shall be removed from such position. Such removal, however, shall not affect any recall rights he may have to other positions under section 6 and 7 of this Article.

Section 10.9 Notwithstanding the above, the New York Civil Service Law and the Classified civil Service Rules shall apply to the retrenchment of all competitive class positions within the bargaining unit.

ARTICLE 11: WORK WEEK

It is agreed and understood that members of the Administrators Association are professional management employees and as such their duties and responsibilities prohibit establishment of rigid work schedules.

Section 11.1 Administrators shall be scheduled to work a total of 40 hours per week, including a paid one hour meal period each day.

Section 11.2 The employee and the President or his designee will agree upon the work schedule. If an agreement cannot be reached, the President of the College shall make the final decision.

Section 11.3 Administrators will not be scheduled for less than four days per week nor more than six days per week or more than ten days biweekly.

Section 11.4 Administrators shall not be scheduled for less five hours per day, nor more than twelve hours per day, including a paid meal period.

Section 11.5 All hours worked on each work day shall be consecutive hours and shall include a one hour paid meal period which shall be taken near the middle of the work day, regardless of hours worked.

Section 11.6 An administrator's work schedule shall not be changed without ten (10) calendar days notice, unless mutually agreed by the employee and the President of the College.

Section 11.7 An administrator may be required to work in excess of 40 hours per week, and except in cases of emergency, shall receive two working days prior written authorization from his or her immediate supervisor.

All hours worked, as assigned by a supervisor, over 40 hours in a work week shall be compensated at an hour for hour compensatory time rate. Compensatory time shall be taken with the approval of the employee's immediate supervisor. Under no circumstances will an employee be paid for or receive compensatory time off in excess of 200 hours of accumulated time. Furthermore, all employees hired after September 1, 1999 Shall have the amount of allowable accumulated time reduced to 80 hours which amount shall then become the maximum for both time off and pay.

a. Any use of compensatory time shall be requested in writing. Under normal circumstances, a three-day advance request shall be made concerning any request for the use of compensatory time. The immediate supervisor may refuse any such request, regardless of the timeliness of the request. However, such refusal shall be based on operational requirements and no request shall be refused arbitrarily. If requested, the reasons for any such refusal for use of compensatory time shall be provided in writing. If the administrator's request for compensatory time is denied, he or she may appeal such decision directly to the President of the College or his/her designee.

b. Compensatory time may accumulate up to a maximum of 200 hours. An Administrator may receive cash payment for up to 200 hours of accumulated compensatory time upon termination, but under no circumstances shall the administrator's right to accumulate or the County/College's liability ever exceed that amount.

c. Employees who have an accumulate total of 200 hours compensatory time shall not be

compensated for time worked in excess of 40 hours per week until the accumulated balance is reduced, by use of compensatory time, below the 200 hours limit, at which time the employee shall again accumulate compensatory time if he/she works in excess of 40 hours per week.

d. Any AAEECC member working in excess of 40 hours per week and who has received permission from his/her supervisor, and who has accumulated 200 hours prior to this time shall automatically receive straight time pay as outlined in 11.7 above. In the absence of budget and appropriations said employee shall receive compensatory time off and be allowed to accumulate the additional hours and shall receive said hours pay over 200 hours upon termination.

Section 11.8 Committee Assignments. It is understood that committee assignments are a necessary part of the duties of an Administrator at Erie Community College. Additional work required by committee assignments will be handled as follows:

a. Committee Work required to be done during the normal hours of work of an Administrator shall not result in any additional pay or compensatory time.

b. Committee Work required to be accomplished during other than the normal hours of work of an Administrator shall result in the earning of compensatory time on an hour for hour basis. It is understood that this provisions shall only apply when there has been an official appointment or assignment of an individual to a specific committee and said individual is required to work past his or her normal hours solely because the committee is meeting, or the work of the committee is being accomplished during this period.

c. Any individual who can demonstrate that his or her normal duties are not able to be performed because of a particular committee assignment or a number of particular assignment shall have the right to request that either the committee assignment(s) be negated or that additional hours of work be approved during which compensatory time may be earned. Any dispute on this issue shall be forwarded directly to the President of the College for a final decision.

ARTICLE 12: ACADEMIC YEAR

Section 12.1 The Administrators Association agrees to accept the official college academic calendar covering the academic years which fall within the effective date of this agreement, approved by the Board of Trustees.

ARTICLE: 13 CLASS SIZE

It is agreed that the class size will be governed by the current college policy.

ARTICLE 14: WORK LOAD FOR PROFESSOR DEPARTMENT HEADS

Section 14.1 Department Head Work Load.

The administrative and teaching work load of Department Heads shall be as determined by the President, consistent with the respective job descriptions. However, it is agreed and understood that no Professor Department Head shall be scheduled, involuntarily, to teach more than eight hours per semester or more than sixteen hours per academic year.

Section 14.2 Department Head Overtime Pay.

It is agreed that payment for overtime or compensatory time will be made at the hourly contractual rate for the 10-month pay scale regardless of whether and employee elects to receive paychecks over 10 or 12 months.

Section 14.3 Department Head Non-Contractual Work Load.

The maximum compensation for Professor Department Heads shall include one week prior to the academic year and one week after the academic year. Additional duties will be determined by the Academic Dean of Allied Health. Duties performed outside of the defined time period as required by the Academic Dean will be paid at the professor department head hourly rate.

ARTICLE 15: LATERAL TRANSFERS

Section 15.1 Each employee will be subject to transfer from one department to another from one campus to another within the philosophy of the one college concept. Such transfer shall not be made in an arbitrary or capricious manner. The College will use its best efforts to give the employee reasonable notice of a transfer.

Section 15.2 Employees desiring to transfer shall be given every consideration for vacant and new positions on other campuses. Appointments to such positions will be subject to the normal appointment procedures of the receiving campus.

Section 15.3 Lateral Transfers

The requesting employee must meet the minimum qualification for the vacant or new position as determined by the President or his designee.

ARTICLE 16: PERSONNEL FILES

Section 16.1 Employees will have permission to examine their official personnel file at location of and under the supervision of the college personnel office during regular office hours.

Section 16.2 No materials will be placed in an employee's personnel file until the employee has been given the opportunity to read the contents and attach any comments he/she may so desire. Each document shall be initiated by the employee before being placed on file as evidence of his having read such document. This initialing shall not be deemed to constitute the approval by an employee of the contents of such document. If any employee refuses to initial any document after having been given an opportunity to read the same, a statement to that effect shall be affixed to the document, and such document shall thereafter constitute part of the employee's personnel file.

Section 16.3 An employee will be permitted to have included in his/her file any material which he/she feels is pertinent to his/her professional career, performance as an administrator and personal qualifications, including all internal reports generated on the campus of the college. "Any derogatory material in the file shall not be referred to in any disciplinary action after three years following the date of the derogatory material." Any employee will be given a personal copy of their personnel file upon request. Members of the AAEC UAW agreed to pay \$.25 per page for copies of their personnel files.

ARTICLE 17: APPOINTMENTS AND VACANCY COMMITTEE

Section 17.1 Search Committee

a. When administrative vacancies occur, the President of the College will give written notice of the intent to fill the vacancy to the President of the Association no later than 20 calendar days prior to expiration of the posting period.

b. All applications received for the position prior to and during the 20-day period shall be forwarded to the President of the Association.

Section 17.2 If the President establishes a Search Committee in order to fill any such vacancy, the composition of the committee shall be such that the association representative shall be equal in members to that of any other group of employees on that committee (i.e., faculty 3, administrators at least 3). However, the final decision on any applicant to the position rests with the President of the college.

ARTICLE 18: TRAVEL POLICIES AND PROCEDURES FOR REIMBURSEMENT

The policies and procedures covering expense for employees conducting official County business are reflected in the Rules and Regulations issued by and on file in the Division of Budget and Management of the County of Erie as amended by the Division of Budget and Management from time to time.

When an administrator is required to use his/her own personal automobile to conduct official business, he/she will be reimbursed at the rate in effect at the time the business was conducted, provided that reimbursement is allowable under the policies and procedures on file in the Division of Budget and Management. Tolls will be reimbursed, provided they are supported by appropriate receipts. Requests for reimbursement will follow approved County procedures.

ARTICLE 19: CREDIT UNION

In line with the understanding reached between the Association and the President of the Credit Union in the Rath Building and the County, it is understood that payroll deductions will be made for membership in the Rath Building Credit Union.

ARTICLE 20: TIME OFF FOR UNION SEMINARS

During the term of this Agreement, Association officers consisting of President, Vice President, Secretary and Treasurer shall have a combined fifteen (15) man working days per calendar year (non-cumulative) with pay to attend union approved labor seminars of the American Association of union Administrators state and national meetings, upon ten (10) calendar days notice to the President or his designee.

ARTICLE 21: ASSOCIATION ACTIVITY

Section 21.1 Subject to the permission of the President of the College or his designee, the President of the Association and/or chairman of the grievance committee or other official committee recognized by the Association and the President of the College, will be granted a reasonable length of time from his/her position with pay, work permitting, for grievance handling, negotiations and/or other official matters with representatives of the employer.

Section 21.2 It is understood that during the course of contract negotiations, no more than five members of the Association will constitute the negotiation team of the Association.

ARTICLE 22: DAILY ATTENDANCE RECORD

Employees in the Administrators Association Bargaining Unit will comply with the Attendance Rules and Regulations issued by and on file in the Erie county Executive Office. The College shall provide a daily sign-in sheet at each Campus which shall be available for Administrators to use regardless of which campus is considered as the Administrator's home office. Such sign-in sheet shall be provided by the College in an appropriate place at each Campus and Administrators who do not report to their home office or who leave work from an office other than their home office shall be permitted to sign-in and/or out on such sign-in sheets.

ARTICLE 23: POLITICAL ACTIVITY

Section 23.1 Any employee who is elected or who is appointed to an elective public office not to exceed four (4) years, shall be granted leave or leaves of absence without pay provided written application is made for such leave specifically outlining the extent of leave requested and the public office elected or appointed to.

Section 23.2 Leaves of absence to non-elective public office may be only granted for periods of one year, but may be renewed.

Section 23.3 Employees will not accumulate seniority if elected or appointed to a non-county position.

ARTICLE 24: TIME OFF FOR CIVIL SERVICE EXAMINATIONS

Section 24.1 Permanent employees will be allowed time off with pay to take promotional and open competitive County civil service examinations.

Section 24.2 Provisional employees shall be permitted time off with pay to take County examinations in connection with the position in which they are serving.

ARTICLE 25: BEREAVEMENT LEAVE

An employee who has a death in the immediate family (parent, spouse, brother, brother-in-law, sister, sister-in-law, children, grandparent, grandchildren, parent-in-law, son-in-law, daughter-in-law, foster child, step child, step parent, aunt, uncle or other relative who is an actual member of the employee's household) shall be entitled to bereavement leave of five (5) consecutive regularly scheduled work days off at straight time pay. An employee whose regular schedule includes Saturday and Sunday, shall be granted one (1) additional day, if needed to attend the funeral if such funeral is scheduled for Monday. If the death occurs prior to the employee's shift and he/she does not report for his/her scheduled shift, that day will be counted. If the death occurs after the employee reports to work, that day will not be counted as one (1) of the five (5) days.

ARTICLE 26: EMERGENCY CLOSING

In the event the College President declares the closing of certain college facilities and/or operations and/or services due to any flood, fire, power failure, uncontrollable weather conditions or other cause beyond the County's control, the resulting time off from work shall be treated as an emergency closing as such this time off shall be termed a paid leave day and shall not be charged against said employee's sick leave, personal leave, vacation or compensatory time account.

ARTICLE 27: JURY DUTY LEAVE

Section 27.1 On proof of the necessity of jury service or attending court for other than personal matters, leave of absence with pay shall be granted to all employees.

Section 27.2 That employees will not be required to report for work prior or subsequent to the performance of their jury duty.

Section 27.3 That if an employee is assigned to the second shift on the day he performs jury duty, he is to be excused with pay for second shift assignment on that day.

Section 27.4 That if an employee is scheduled to work the third shift on the day he is to report for jury duty, such employee is to be excused with pay for such third shift assignment.

Section 27.5 Any compensation received as a result of jury duty will be handled in accordance with New York State statutes.

ARTICLE 28: MILITARY LEAVE

Section 28.1 Any County employee who is required to render ordered military duty shall be granted military leave of absence pursuant to the Military Law.

Section 28.2 Military Leave, pursuant to Section 243 of the Military Law shall be deemed actual service.

ARTICLE 29: PERSONAL LEAVE

Section 29.1 Full-time employees including temporary and professional will become eligible for and receive three (3) days personal leave after one (1) year of continuous service as reflected by the employee's anniversary date and also become eligible for and receive the same allowance for each succeeding year of employment providing they are on a compensable salary and wage basis for at six months of continuous service in the preceding anniversary year and otherwise meet all eligibility requirements. Twelve (12) month employees will receive four personal leave days.

Section 29.2 Personal leave is not cumulative from year to year. Unused personal leave credit shall be added to an employee's accumulated sick leave bank at the end of the employee's anniversary year. These additional days do not extend the permissible accumulation of sick leave beyond the maximum permitted under this Agreement.

Section 29.3 In order for the President and/or his designee to arrange for adequate work coverage, applications for personal leave must be filed by an employee on a prescribed form with the President or his designee at least five working days in advance when the requested time is for four days, and three working days in advance when the request is for three days or less. In cases of emergency, the five or three days of advance notice may be waived by the President or his designee and shall not be granted in less than one-half day units. There shall be no restrictions as to when this leave is to be taken except as reflected in this section.

Section 29.4 In cases of reinstatement or transfers, unused personal leave credits shall be restored or transferred.

ARTICLE 30: SICK LEAVE

Effective upon the signing of this Agreement:

Section 30.1 Sick Leave Allowance. All full-time permanent employees in the bargaining unit shall earn sick leave credits immediately upon entering the service of the employer at the rate of 4.62 hours per pay period. This will equate to 15 days per year for 12 month employees and 12 days per year for 10 month employees. For purposes of calculating sick leave credits and charges, one work day equals eight hours. An employee may accumulate sick leave up to a maximum of the 1720 hours/215 days.

Section 30.2 Reasons for granting of sick leave. Sick leave with pay shall be granted, by the President or his designee, to an employee when incapacitated or unable to perform the duties of his position by reason of:

1. Sickness or injury
2. Serious illness in the employee's immediate family, requiring care and attendance of the employee. Immediate family shall include parent, spouse, brother, sister, children or grandparent, grandchild or other relative who is an actual member of employee's household. Certificate or affidavit, issued by the attending physicians shall be filed with the President or his designee in case of absence of more than (2) consecutive days.
3. Quarantine regulations.
4. Medical or dental visits.
5. Pregnancy.

Section 30.3 Sick leave credits and charges.

a. A credit for sick leave under this provision shall be allowed at the of 4.62 hours per pay period for each pay period during which the employee shall have been on a full pay status for at least fifty percent (50%) of the working days of that pay period. It should be noted that this is comparable to the previous earning rate of one and one-quarter (1-1/4) working days per month/fifteen (15) days per year, and has been converted to a pay period basis to facilitate accounting and payroll procedures while at the same time enabling employees to be advised of their sick leave balances on a continuing regular basis.

b. Charges against sick leave credits due to employee usage shall be comparable to past procedures; i.e., where a full day was charged in the past this will now be an eight (8) hour charge against the employee's sick leave balance; where a half day was charged in the past, four (4) hours will be charged against the employee's sick leave balance. It is agreed and understood, except where otherwise specifically provided in this article charges against sick leave may not be made in units of less than 2 hours. Requests for use of sick leave shall be submitted on the prescribed County form.

Section 30.4 Extended sick leave. An employee who has completed fifteen (15) years of continuous service may receive such additional sick leave with pay as may be recommended by the President or his designee and approved by the Commissioner of Personnel, but no such additional sick leave shall be approved by the Commissioner of Personnel in excess of five (5) months in addition to the sick leave

accumulated by such employee. Employees shall be eligible only once for the additional paid leave granted in accordance with this provision. A leave of absence without pay or a resignation by reinstatement within one (1) year shall not constitute an interruption of continuous service.

Section 30.5 Medical or dental visits. In the case of emergency which requires the employee to make visitations during his working hours, as shall be determined by the President or his designee upon sufficient proof by the employee, time off for medical or dental visits may be granted by the President or his designee. Such absence may be deducted from accumulated sick leave in units of not less than one hour.

Section 30.6 Reporting Time

- (a) In case of absences, the time for reporting absences shall be at least one-half ($\frac{1}{2}$) hour before the start of the employees assigned shift. In case of failure to report within the stated time limits, for reasons satisfactory to the President or his designee, the absence shall not be deductible from sick leave and shall be considered as time off without pay.
- (b) Daily call-in is required each and every day except as outlined in "The Clarification of Policy and Procedure Reporting of Absence Under the Sick Leave Provisions" issued by the Erie County Department of Personnel as amended by the Commissioner of Personnel from time to time.
- (c) A certificate or affidavit, showing incapacity and inability of the employee to perform his duties issued by the attending physician, shall be filed with the President or his designee in case of absence of more than five (5) consecutive work days. The President or his designee may check further on any illness regardless of certificate or affidavit.
- (d) If an employee fails to submit proof of illness to the President or his designee when required to do so under this article, the absence shall not be deductible from sick leave and shall be considered as time off without pay.
- (e) If the proof submitted under this article, in the judgment of the President or his designee does not justify the employee's absence, such absence shall not be deducted from sick leave and shall be considered time off without pay.

Section 30.7 Abuses of sick leave shall be grounds for disciplinary action. In addition, where an employee's absences are such that the Employer has reasonable grounds to believe that an abuse of sick leave may exist, such employee will be notified of such suspected abuse at a conference with the President or his designee and a representative of the Association. The employee thereafter may be required, regardless of the duration of the absence, to submit a satisfactory doctor's certificate or affidavit indicating the specific nature of the disability and its duration to the President or his designee before such abuse may be charged against the employee's accumulated sick leave balance. The Association will work cooperatively with the Employer to reduce and prevent abuses of sick leave.

Section 30.8 Transfer of sick leave credits. In the case of transfer, accumulated sick leave shall be transferred with the employee and he shall receive credit in the department to which he is transferred.

Section 30.9 Reinstatement of sick leave. When an employee is reinstated in the county service within one (1) year following resignation, he shall receive credit for sick leave that had accumulated at the time of his resignation.

Section 30.10 Sick Leave Incentive. Effective September 1, 1995, employees who retire with 10 years or more of county service shall be eligible for the following:

1. Employees who have a minimum of 100 days of accumulated sick leave on their record on the day of retirement shall have the premium for the retirees health insurance paid at 100% for six months at which time the current practice of ½ premium payment will continue.
2. Employees who have a minimum of 150 days of accumulated sick leave on their record on the day of retirement shall have the premium for the retirees health insurance paid at 100% for twelve months at which time the current practice of ½ premium payment will continue.
3. Employees who have a minimum of 215 days of accumulated sick leave on their record on the day of retirement shall receive on the payday following the day of retirement a cash bonus payment of \$3,000. The employee may, upon written notification 30 days prior to retirement, elect to have the County pay the one-half share of the premium for the retirees health insurance until the \$3,000 is exhausted, at which time the current practice of ½ premium payment will continue.

ARTICLE 31: LEAVE OF ABSENCE WITHOUT PAY

Section 31.1 Application for leave without pay. Application for leave of absence without pay, for any of the reasons cited in this provision, shall be filed by the employee, on the prescribed form, with the President or his designee. Such application shall state the reasons for the requested leave and the duration thereof. If approved by the President or his designee, the application shall be submitted to the Board of Trustees, and leave of absence shall be granted only when finally approved by the Board of Trustees. It is understood that such employee will be permitted to return to the same class title within the same department.

Section 31.2 Child Bearing Leave

(a) The President or his designee shall grant pregnant employees a leave of absence without pay upon competent medical proof that such employee is unable to perform her regular duties for the period of such disability, not to exceed one (1) year in duration. For these purposes, the President or his designee may require suitable medical evidence from the employee's physician at such employee's expense and/or may require that the employee be examined by a physician chosen by the County at the County's expense, or both.

(b) Parenting Leave, A leave of absence without pay for the purposes of child rearing, necessitated by children residing with the employee, shall be granted for a period of up to six months. Once granted such leave may not be extended and will be granted only twice during an individual's term of employment regardless of the time used during such leave of absence. The cumulative total time off for one or both leaves shall not exceed six (6) months. Such leaves must be presented in writing to the department head at least thirty (30) calendar days in advance of the commencement of the child rearing leave.

An employee on a child rearing leave will notify the department head of his intention to return to work at least thirty (30) calendar days prior to the expiration of the leave of absence.

An employee returning to work after a child rearing leave shall return to the same department the employee left, if available, and shall be returned to the same step the employee occupied when the leave commenced.

It is further agreed, that any employee to be eligible for child rearing leave, must exhaust all accumulated leave time except sick leave prior to commencing such leave of absence. Upon return to work from the leave, all sick leave credits, as well as other contractual rights which were accumulated or effective on the commencement date of the leave, shall be restored on the date the employee returns to work.

Sick Leave and Vacation Leave. Employees granted maternity leave pursuant to this section shall be permitted to reduce the amount of leave without pay by the use of any and all accumulated sick leave and vacation leave credits as may be available to them.

Section 31.3 Substantiation of request for sick leave or leave without pay. A certificate is required from the employee's personal physician specifying:

1. The date that the employee is no longer able to carry out all normal assigned duties;
2. The expected date of confinement; and
3. The date the employee may return to duty shall accompany the request whether it be for sick leave (Form PO-19) or for leave without pay (Form PO-18).

In those instances where the duration of certified absence will utilize the employee's sick leave balance, and in addition, a period of leave without pay, both the PO-19 and PO-18 should be completed at the same time and the above certificate used to substantiate both requests.

Section 31.4 Leave because of extended illness. When an employee has exhausted all of his sick leave credits, and is still incapacitated and unable to perform the duties of his position, or if the attending physician has recommended a period of rest and convalescence, the President or his designee shall grant leave of absence without pay for a period not to exceed one year, subject to extension pursuant to County Civil Service Rules, such decision shall not be arbitrary or capricious.

Section 31.5 Leave for war work. A permanent employee, may in the discretion of the President or his designee, be granted a leave of absence without pay for a period of time, not to exceed one year* to enter the service of the Federal Government or its associated powers in time of war or to engage in war industries for the United States or its associated powers. Such leave of absence, in the discretion of the President or his designee, and with the approval of the Board of Trustees, may be renewed for additional periods, not exceeding one year in each instance without requiring such person to return to his position in the Civil Service between successive leaves; provided, however, that no such renewal of a leave of absence without pay shall extend beyond six months after the termination of the war.

Section 31.6 Education leave for veterans. Any veteran who is qualified to receive education or training or vocational rehabilitation under the provisions of any Federal or New York State Law, shall be granted leave of absence without pay for the period of such education or training or vocational rehabilitation, provided that the attendance of veteran is required at times that will preclude employment in his County position. Such leave of absence shall not extend beyond a period of four years, nor beyond the period for which the veteran shall be eligible to continue the education or training or vocational rehabilitation. It shall terminate at any time that the veteran ceases actual attendance at the

classes or courses required by the education, training or rehabilitation program. A veteran who has been on such leave of absence shall be reinstated to his position provided he makes application for such reinstatement within sixty (60) days after the termination of such leave of absence. He may be reinstated at any time after such sixty (60) day period and within one (1) year after termination of such leave of absence in the discretion of the President or designee.

Section 31.7 Leave for educational purposes. Within the sole discretion of the President or his designee and upon approval of the Board of Trustees, permanent employees may be granted leave of absence without pay for a period not to exceed two years for the purpose of acquiring additional education and training that will increase the usefulness and efficiency of the employee in his position.

Section 31.8 Leave of absence to serve another position in the County service. Leave of absence without pay may be granted by the President, at his sole and exclusive discretion, to a permanent employee to enable such employee to serve in another position in the County service. This leave shall be limited to no longer than four (4) years, at which time the permanent employee relinquishes all right of recall to that position.

Section 31.9 Leave of absence to accept employment outside the County service. Leave of absence shall not be granted to an employee to accept employment outside the County service.

Section 31.10 Leaves for other reasons. Leave of absence without pay, for reasons other than those cited in this provision, shall be granted by the President or his designee only in unusual circumstances, which in the judgment of the President or his designee justifies the granting of such leave. Requests for such leave and the recommendation of the President or his designee shall be submitted to the Board of Trustees, and the granting of such leave shall be subject to the approval of the Board of Trustees.

ARTICLE 32: HOLIDAYS

Section 32.1 The members of the bargaining unit who work ten (10) months each year will be permitted to observe the holidays set forth in the academic calendar adopted by the Board of Trustees.

Section 32.2 Regarding those members of the bargaining unit who work twelve (12) months each calendar year, it is understood that such employees will observe the following twelve (12) holidays observed the County, namely:

- | | |
|---------------------------|-------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King Day | 8. Columbus Day |
| 3. Patriot's Day | 9. Election Day |
| 4. Good Friday | 10. Veteran's Day |
| 5. Memorial Day | 11. Thanksgiving |
| 6. Independence Day | 12. Christmas |

Section 32.3 Effective upon the signing of this agreement, if such twelve (12) month employee is required to work on a holiday listed above in Section 2, he shall receive one and one-half (½) hours compensatory time for every hour worked on the holiday.

Section 32.4 Holiday Closing. If the college chooses to be open for a holiday as listed in Section 32.2, or to be closed for a specific amount of time (i.e., Christmas shutdown), then the professional staff shall be able to accumulate additional work hours in order to be able to take this time off. This schedule to accommodate hours shall be approved by the administrator's supervisor and will be accumulated for the

sole purpose of being utilized during the designated college closing. The total time to be accumulated in this bank cannot surpass the total number of hours necessary to accommodate the administrator's absence during this closing. This bank will not carry from year to year and the time accumulated can only be used for the specific purpose of a holiday closing.

ARTICLE 33: VACATION PROGRAM

Section 33.1 Vacation credits will be granted to each employee who is employed on a twelve-month basis as follows:

Service Period	Credits Per Year	Accruals
0-14 years 11 months	20 days	6.16
15-22 years 11 months	25 days	7.7
23-26 years 11 months	30 days	9.24
27 years and after	1 additional day per year to maximum 35 days	

Section 33.2 Employees will take their respective vacations subject to the approval of the President or his designee.

Employees requests to utilize vacation credits submitted at least thirty (30) days in advance will be deemed granted unless employee is notified in writing at least seven (7) days after the date of such request. The College shall not refuse a vacation request solely because of failure to comply with the time limits.

Section 33.3 Accumulated unused vacation days. Effective with the County-established leave accrual date, employees will be allowed to accumulate unused vacation days as follows:

1-4 years 11 months	45 days or 360 hours
5 years	50 days or 400 hours

ARTICLE 34: SABBATICAL LEAVE

Requirements and Committee Composition. An administrator may request sabbatical leave after six (6) consecutive years of service. Sabbatical leaves may be used for planned travel, study, formal education, research, writing and other experiences of professional value. Sabbatical leaves shall be granted for one (1) year at one-half ($\frac{1}{2}$) salary or one-half ($\frac{1}{2}$) year at full salary. During the period of sabbatical leave, the administrator shall retain all the rights and privileges of a full-time, on campus administrator. All fringe benefits such as retirement, insurance and the like shall continue in effect during the sabbatical period. An administrator returning from a sabbatical leave shall have the right to return with seniority rights to the administrative unit he left. The period of sabbatical shall be credited as service for retirement and the granting of increments. All requests must be made in writing and presented to the Administration College Sabbatical Leaves Committee no later than February 1st for a sabbatical commencing in the Fall Semester and September 1st for a sabbatical commencing in the Spring semester. Such requests must include an outline of the administrator's program, relationship to his

professional responsibilities at the College and the manner whereby the program will improve his value to the College. Such requests will be made to an equal number of eight (8) representatives, four (4) from the administration and four (4) from the College. (The Administrator's President will appoint said Administrator representatives). The Committee will forward these recommendations to the President of the College. The President of the College will act on requests for sabbaticals with the Board of Trustees. The Board will act on requests for sabbaticals commencing with the Fall Semester no later than May 1st and no later than December 1st for sabbaticals commencing with the Spring Semester. The decision of the President will be final and non-grievable.

Within thirty (30) days upon return, the administrator shall submit to the President and the College Sabbatical Leaves Committee a written report of his accomplishments while on sabbatical leave. If the administrator fails to return to Erie Community College and complete one (1) year of full service, he must repay the full amount of money received while on sabbatical leave.

Within its budgetary limitations, the College shall grant sabbatical leaves in an amount of no less than one (1) sabbatical leave of a full-time administrator every other academic year, commencing with September 1, 1986-August 31, 1987.

ARTICLE 35: HEALTH INSURANCE

Section 35.1 Effective January 1, 1993, the methodology by which the County's liability for health insurance costs is determined will be based on the two lowest plans available each year. This means that each administrator will have a choice of either of the two lowest cost plans to be paid fully by the County. The composite of these two plans will be utilized to determine the County's liability for any plan chosen other than the two lowest.

Effective January 1, 1998, the prescription co-pay will be \$5.00 for generic drugs and \$7.00 for brand names. Up to January 1, 1998, the prescription co-pay shall be \$5.00 for all prescription drugs.

All administrators hired after January 1, 1993 will pick up 10% of the County's share of the cost of their health insurance.

Effective immediately, the Association agrees to participate in any future efforts to reduce the costs of health insurance.

In the event an employee is disabled from work by accident or illness, the Employer agrees to continue his health insurance coverage for the length of his accumulated sick leave, plus 90 days thereafter.

In the event an employee is disabled from work due to pregnancy, the employer agrees to continue her health insurance coverage for the length of her accumulated sick days, plus 120 days.

Dental. The employer shall provide the GHI Spectrum 2000 Full Basic (diagnostic and preventive) Dental Plan for each employee covered under this contract in accordance with the type of coverage (single or family) desired by the employee. The employer shall pay \$5.03 per month for single coverage and \$22.45 per month for family coverage. Any premium costs above those costs set forth in this section shall be paid by the employee on a biweekly payroll deduction. Effective 1/1/97 employees in the AAEC shall receive the GHI preferred for their dental insurance with a cap of \$10.44 for singles and \$41.08 for family.

Section 35.2 Insurance Waiver During the annual health coverage open period effective beginning June 1st 1986, and for all such open periods thereafter, employees who desire to withdraw from any County health insurance coverage shall be permitted to so withdraw upon signing a waiver which is countersigned by the Association President and the Commissioner of Personnel. Following the effective date of such withdrawal, the employee shall receive each month thereafter a payment of \$100 in lieu of such coverage for each calendar month of such withdrawal. Each monthly payment shall be included in the last paycheck of each calendar month. Employees who so withdraw shall have the option of rejoining the plan only during any subsequent open period.

Employees utilizing this option shall sign a waiver form which shall include a clear acceptance of the responsibility of such a withdrawal by the employee and shall also include a release of liability for both the County and the Association from any claims arising from such withdrawal.

WAIVER OF INSURANCE

I, hereby for myself, my heirs, executors and administrators, waive my rights to health insurance coverage pursuant to the collective bargaining agreement between the County of Erie and the Administrators Association of Erie Community College and I release any and all rights and claims I may have against the County of Erie, the Administrators Association of Erie community College and their respective representatives as a result of the waiver of insurance coverage to which I was previously entitled. Furthermore, it is understood that once this withdrawal of insurance coverage is in effect, I may not reenter the insurance plan until the next open period.

Employee _____

Association President _____

Commissioner of Personnel _____

***Note: Temporary employees shall be covered after six months of service for Health Plan Coverage.

ARTICLE 36: RETIREMENT PLAN

The County shall provide retirement plans known as "The New Career Retirement Plan" or the "Coordinated-Escalator Plan," whichever is applicable to all employees of the bargaining unit who are eligible under the law.

ARTICLE 37: COLLEGE COURSES-TUITION WAIVER

Employees upon approval of the President or his designee may be permitted to register for and attend tuition waived, any course on any campus provided space exists, provided admission to the course does not affect an escalation of the instructor's compensation, provided that a minimum enrollment of 15 has been met without the tuition waiver registration of any employee, and provided that such attendance in no way interferes with his/her official duties. **See Article 56 Tuition Assistance and Reimbursement.**

ARTICLE 38: PROBATIONARY PERIOD

The first 52 weeks of employment in a position within the bargaining unit will constitute a probationary period during which time the College and/or County may in its exclusive discretion terminate such employee with 30 calendar days written notice provided, however, there shall be no time period notice requirement where the termination is for just cause. It is agreed and understood that any employee so terminated, i.e., by 30 calendar days notice or just cause, shall have no right to grieve or otherwise invoke any provision this Agreement in challenging said termination.

ARTICLE 39: TEMPORARY ASSIGNMENTS

Section 39.1 Temporary assignments. An employee temporarily assigned by the President or his designee to a higher level encumbered position during a continuance of a temporary emergency not in excess of thirty (30) consecutive calendar days, as prescribed under Section 61 of the Civil Service Law, shall not be eligible for a salary increase. This includes assignments for vacation substitutes and for training purposes. Effective on the 31st day of the temporary assignment, the employee will be paid at the new rate until his return to his prior assignment.

Section 39.2 Temporary promotions. Temporary promotions covering actual service in positions of employees who are on authorized leave will be granted salary increases.

ARTICLE 40: GRIEVANCES AND ARBITRATION

Effective upon the signing of this Agreement:

Section 40.1. Definitions

A. "Grievance" shall mean any claimed violation, interpretation or inequitable application of this Agreement. This term does not include, by way of example only and without limitation, any matter involving any employee's rate of compensation, retirement benefits, Rules for the Classified Civil service of the County of Erie, exercise of any Management prerogative not inconsistent with the terms of this agreement, any matter which is otherwise reviewable pursuant to law, any statute or ordinance or any rule or regulation having the force and effect of law.

B. "Day" refers to calendar day and not work day.

C. "Work day" shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of legal days in which action must be taken in any stage of the grievance procedure.

Section 40.2 Rights of the Parties

A. Each party shall have access upon written demand to the other, to written statements or records which are presented as evidence by the other party at an arbitration hearing at least five (5) working days in advance of such hearing.

B. The County Division of Labor Relations shall receive a copy from the Association of any written grievance within five (5) days of filing such a grievance.

C. The County, association and/or grievant shall have the right to submit briefs to support or refute allegations of any party.

D. The time limits set forth in this article are of the essence. They may, however, be extended by mutual agreement of the parties. The failure of the grievant to proceed within the time limit set forth shall terminate the grievance at that step. The failure of the Employer to answer within the time limit set forth requires the grievant to proceed to the next step of the grievance procedure within a timely fashion as though the grievant had received a timely answer from the Employer.

E. A grievant shall have the right, if he so desires, to be represented by the Association at the first step of the grievance procedure.

Section 40.3 Grievance Procedure

Step 1. The employee aggrieved or Association or group Association members shall present his or their grievance in writing, on a form to be provided, signed by the grievant setting forth the date, time and place of the alleged grievance, facts of the grievance, the particular section of the Collective Bargaining Agreement, and the relief sought and the names of the individuals aggrieved if filed by the Association or group of its members to the President of the College or his designee within ten (10) working days from the occurrence of the grievance or when the grievant knew or should have known of the fact situation giving rise to the grievance. At the written request of the grievant, the President or his designee, if such request is made simultaneously with the filing of the grievance, shall hold an informal hearing within ten (10) working days after receiving such written request. The President or his designee shall render a decision in writing within ten (10) working days of the receipt of the grievance or date of hearing, whichever is later.

Step 2. If the employee is not satisfied with the disposition of the grievance at the preceding step, it is agreed, (a) that the employee may appeal the grievance within ten working days of the President's decision or when such decision should have been made, whichever is sooner. In Step 1 to be considered by the County Labor Relations Committee and the Association Committee; (b) that regularly the Association Committee and the County Labor Relations Committee shall schedule a meeting at a mutually convenient time and place; (c) that such grievance or grievances will be submitted to the Director of Labor Relations of the County by the Association at least ten working days before a scheduled meeting is scheduled reflecting such grievances and which the Union desires to be considered at the meeting; (d) that the Association Committee (as above mentioned) will consist of no more than three representatives of the Association to be designated in writing to the employer by the Association, that the County Labor Relations Committee will consist of no more than two representatives to be designated by the County and one representative designated by the President of the College. Following the submission of the grievance to Step 2, the Director of Labor Relations along with the Association Committee must meet to render a decision on the grievance within 20 working days of it being moved to Step 2.

Step 3: Prior to moving a grievance to arbitration, the Union and the County will attempt to meet within 10 working day after the 20 days have elapsed for Step 2, in order to try to achieve a satisfactory solution. If an agreed settlement is not forthcoming at Step 3 the grievance will automatically be moved to arbitration pending the approval of the grievance committee.

Section 40.4 Arbitration Procedure

A. If the Association Committee in Step 2 of the grievance procedure is not satisfied with the disposition of the grievance rendered by the County Labor Relations Committee at such second step meeting, such decision may be appealed to arbitration within ten (10) working days of the disposition.

B. The arbitrator may be selected by mutual agreement between the parties.

C. In the event the parties fail to mutually agree upon an arbitrator, either party will have the right to request a list of the names of five (5) arbitrators from the New York State Public Employment Relations Board. Upon the receipt of such list, each party will strike two (2) names from the list and the remaining name will be the arbitrator to be designated to hear the grievance.

D. The arbitrator's decision shall be rendered within thirty (30) days of the hearing or within thirty (30) days of the receipt (30) days of the written position of both parties. As timely arbitration decisions are in the best interest of both parties, it is agreed that if a decision is not rendered within the above stated time limits, both parties will mutually contact the arbitrator to expedite the award.

E. The cost of any arbitration hearing will be borne equally by the parties of this Agreement.

F. The decision of the arbitrator shall be final and binding on both parties.

ARTICLE 41: DISCIPLINE AND DISCHARGE

Section 41.1 Full-time employees having completed their probationary period with the college shall retain their respective positions during good behavior, competent and efficient service and shall not be removed except for just and proper cause.

Section 41.2 The Employer recognizes and subscribes to the philosophy under appropriate circumstances of progressive discipline including: a) verbal warning b) written warnings c) suspension and d) dismissal.

Section 41.3 Dismissal or Suspension

1. Whenever charges against an employee covered by this section are of a serious nature and could result in the dismissal or suspension of said employee, the charges shall be in writing and signed by the President or his designee in his absence.

2. A copy of the charges shall be served on the employee and the Association at least ten (10) work days prior to the date of the scheduled hearing. An employee so charged may submit a written answer if he chooses to do so.

3. The person so charged may, prior to the hearing, be suspended by the President of the College until the determination of the charges.

4. The hearing shall be conducted by the President or his designee. The employee charged may appear in person and must be represented by a member of the Union, it being understood that the Association representative may appear and participate in such hearings. At the hearing the employee will have the right to call witnesses, present evidence on his behalf and conduct a cross examination of all witnesses appearing against him. The formal rules of evidence shall not apply.

5. If the hearing officer is a designee of the President, he shall submit his report and recommendations to the President in writing. The President is in no way bound by this report and recommendations.

ARTICLE 42: SALARY PROVISIONS

Section 42.1 Separation from the College. Following separation from the college due to retirement, resignation or termination, the following provisions shall apply.

1. Vacation: The employee shall be compensated at his/her hourly rate for any and all accrued vacation time.
2. Compensatory Time: The employees shall be compensated at his/her hourly rate for all accrued compensatory time up to the maximum allowed.
3. Sick Leave: As set forth in Article 30, Sick Leave Incentive

The salary schedule for the period September 1, 1999 through August 31, 2003 is contained in Appendix "B" and which is attached hereto and made a part hereof.

ARTICLE 43: SALARY AND INCREMENT RULES

Section 43.1 Definitions

1. "Positions" means one of the positions included under one class title in the Plan of Class Titles and Salary Ranges.
2. "Class" means a group of similar positions included under the same title in the Plan of Class Titles and Salary Ranges.
3. "Salary Range" means the range of compensation, from base to the top step of each class, excluding longevity steps, as appearing in the Plan of Class Titles and Salary Ranges.
4. "Job Group" means a group of classes of positions allocated to the same salary range in the Plan of Class Titles and Salary Ranges.
5. "Increment" means the annual increment as provided in the table of increments for Job Groups in the Plan of Class Titles and Salary Ranges.
6. "Increment Step" means the point in the increment scale reached through successive periods of actual service, as designated in Steps 1, 2, 3, 4, 5, 6, 7, and 8 in the Plan of Class Titles and Salary Ranges.
7. "Actual Service" means active service in the position after deduction of any periods of leave without pay.

Section 43.2 New Appointments

1. An employee appointed to a position in a class title shall be paid the minimum rate established for the class appearing in the Plan of Class Titles and Salary Ranges; except
2. Where recruitment difficulties are sufficiently substantiated, the College President and the Board of Trustees may request an appointment beyond the first step established for the position. However, such requests must receive prior authorization by the County Executive and Commissioner of Personnel before appointments can be made.

Section 43.3 Promotions

1. An employee, promoted to a position in a higher job group, shall receive a salary at the increment step in the range for the higher position which is nearest, but not less than:

\$100.00 for promotions to Job Groups II, III, IV, V

\$150.00 for promotions to Job Groups VI, VII, VIII, IX

\$200.00 for promotions to Job Groups X, XI, XII, XIII

\$250.00 for promotions to Job Groups XIV, and higher above.

2. A promotion shall be defined as the appointment to a position at the College covered by this agreement which would result in an increase in pay as set forth above during the year in which the promotion occurs. Furthermore, the placement to an increment step must be such that the employee will make more money in the year following the promotion than would have occurred had the promotion not been forthcoming.

Section 43.4 Demotions

1. A permanent employee who accepts appointment to a position that is in a job group lower than the job group of the position in which he is serving shall upon appointment to the lower position receive a salary at the increment step in the salary range in the lower job corresponding to the increment step reached in his former position.

Section 43.5 Reinstatement

1. A permanent employee who has been laid off and subsequently reinstated from a preferred list pursuant to civil service rules shall be reinstated at the same salary step as received at the time of layoff.

2. A permanent employee who has resigned and is subsequently reinstated pursuant to civil service rules may be reinstated at the same salary step received at the time of resignation.

3. An employee who is promoted temporarily or provisionally to a higher position and who is returned to his position in a lower grade, shall upon return to the lower position receive a salary at the increment level he would have reached had he continued to serve continuously in that position.

Section 43.6 Reallocation

1. Upon the reallocation of a class of positions to a higher job group, the employees serving in the reallocated positions shall receive a salary at the increment step in the higher job group that corresponds with the increment step in which they were serving in the lower group.

Section 43.7 Reclassification

1. When an employee class title is reclassified to a higher title and job group, it shall be considered a new position and a promotion. The salary will then be determined in accordance with the salary rule on Promotions.

Section 43.8 Annual Increments

Increments are recommended by the President of the College or his designee on the basis of merit and recognition for measuring up to the College's work performance and attendance standards.

1. The regular increment dates for employees in the bargaining units shall be September 1, providing they have the required period of actual service.
2. Members of the bargaining unit appointed, promoted or reinstated on or after September 1 and prior to February 1 will receive their first salary increment on the following September 1 and every September 1 thereafter.
3. Members of the bargaining unit appointed, promoted or reinstated on or after February 1 will not receive a salary increment on September 1 of that year; however, they will receive the first salary increment on September 1 of the following year and every September 1 thereafter.
4. In computing annual increment eligibility when appointments are made on September 1 and the day falls on a holiday or non-scheduled work day, the increment period will include these days.
5. Because of payroll procedures that enable the County to have a regular payday throughout the year, the increment eligibility period and pay periods may not at all times coincide. In such cases, the increment date is the first day of the respective pay period during which September 1 falls.
6. Approved leaves of absences without pay over five (5) continuous months during the increment year shall constitute an interruption of continuous service for computing yearly increments.

Section 43.9 Longevity Pay

1. Effective 9/1/96 the length of time between longevity steps will be reduced from five years of continuous service to four years.
2. Longevity increments. The employee will move to the next longevity step at the end of 4 year of service at the current step.
3. Again, on the completion of another four continuous years of service, in the same class title, the employee will receive a third longevity increment.
4. In computing longevity increment eligibility, when appointments are made on September 1, and the day falls on a holiday or non-scheduled work day, the increment period will include these days.
5. Because of payroll procedures that enable the County to have a regular payday throughout the year, the increment eligibility period and pay periods may not at all times coincide. In such cases, the increment date is the first day of the respective pay period during which September 1 falls.
6. Longevity increments are one-half ($\frac{1}{2}$) the annual increments in the Job Groups and Salary Ranges as reflected in the Administrators Salary Plan, Appendix B and for the "Class Titles" listed in Appendix "A".
7. The rules and procedures for implementing the Longevity Pay Plan are outlined in the Salary Rules issued by and on file in the Office of the Commissioner of Personnel.

Section 43.10 Professor Department Heads Stipend

The practice of paying the current annual stipend to Professor Department Heads over and above their annual salary will be continued during the lifetime of this Agreement for reporting in and working the week prior to the beginning of the academic year and for reporting in and working the week following the academic year. Total hours worked for both weeks not to exceed 80 hours.

Section 43.11 Pay Periods and Pay Checks

1. The salary of each full-time member shall be paid on a bi-weekly basis. Each 10 month member shall upon written notice three (3) weeks prior to the first pay period of each academic year have the option of receiving his salary in 21 payments (10 month basis) or 26 weeks payments (12 month basis). Notification of this option, and a printed form for this purpose shall be given when hiring agreements are made.

2. The College will make appropriate arrangements to forward 10 month Association members' salary checks for pay days that occur outside the academic year, postage being absorbed by the College.

3. Any payroll deductions shall be made in uniform increments.

Section 43.12 The county/college agrees to participate in the TIAA/SRA payroll deduction program providing that there is absolutely no cost for the program incurred by either the county or the college.

ARTICLE 44: REGULAR PART-TIME EMPLOYEES

Effective upon the signing of this Agreement, notwithstanding any provision of this Agreement, it is agreed and understood by the parties herein that during the term of this Agreement regular part-time employees (regularly working 20 hours or more per week) shall be paid an hourly rate for every hour actually worked based upon applicable annual salary in the appropriate Job Group designated for their respective positions appearing in the Salary Schedules attached hereto. The County agrees to provide full Blue Cross & Blue Shield benefits to regular part-time employees.

Such regular part time employees shall receive only the following benefits and only to the extent indicated in this article. Benefits shall be continued at the same level as that which was being provided on 1/1/91 and shall include only vacation, sick leave, and holidays and pro rata lunch hour, salary increments and 16 hours of personal leave. R.P.T. will continue to receive full medical coverage as provided above.

ARTICLE 45: GRANT ADMINISTRATION

The Administrators responsible for the administration of grants will be expected to administer such grants pursuant to the terms of the grant. The Administrators will be expected to attend the necessary meetings in the administration of such grants and make necessary trips regarding such grants upon the approval of the President. It should be fully understood that the budgetary control of all grants rests with the President of the College.

ARTICLE 46: PART TIME TEACHING ASSIGNMENTS

The Administrators will be given every consideration to teach in an open part-time position or any campus if the administrator is qualified in the particular discipline and providing the provisions of the Collective Bargaining Agreement between the county/college and the Faculty Federation of Erie Community College are successfully adhered to. Pay for such work shall be as set forth in the agreement with FFECC. It is further understood that the administrator will not be permitted to teach any course which normally falls within his normal administrative responsibilities. Pursuant to the above statements, any administrator who chooses to teach at the college will be allowed to change their schedule, consistent with their administration responsibility in order to be able to accommodate their teaching schedule. This schedule must however be approved by the administrator's immediate supervisor. Any employee not appointed to teach a particular course or during a particular semester as a result of decisions made by the Faculty Federation of Erie Community College in accordance with their Collective Bargaining Agreement shall not be disputed.

ARTICLE 47: HANDBOOK

In the event of a conflict, this Contract shall supersede any written handbook or policy heretofore established.

ARTICLE 48: EQUAL OPPORTUNITIES

The employer and the Association realize a responsibility to promote and provide equal opportunities for employment. It shall be the positive and continuing policy of the employer and the Association to assure an equal opportunity in employment regardless of race, color, religion, sex, age, or national origin.

The parties to the agreement recognize the need for and advantages of an active and aggressive Affirmative Action Program in terms of fulfilling both the mission of the college as well as the needs of the community it serves. This being the case, the parties agree to act cooperatively towards the refinement and implementation of an affirmative action policy for Erie Community College during the life of this Agreement.

ARTICLE 49: CONTRACT PRINTING AND DISTRIBUTION

County/College will pay for each of the contracts that they request.

ARTICLE 50: EVALUATIONS

College will continue to utilize the evaluation system developed in accordance with the contractual supplement dated December 5, 1980. If either party wishes to change the system currently in existence, there shall be a meeting between the President or his designee and representatives of the Association to discuss the proposed changes.

ARTICLE 51: TAX SHELTERED ANNUITY

The County will make available a Tax Sheltered Annuity Plan if legally permitted by the State of New York contingent upon the following conditions being met:

A. The Association will present to the Division of Labor Relations documented legal proof that members of the Association are entitled to participate in such a plan under appropriate Federal and State laws and regulations.

B. The provider of such a plan be selected by the Association and the Association shall provide certification indicating approval by the Internal Revenue Service and the State of New York for the carrier so selected by the Association.

C. All contributions under such plan are the direct obligation, through payroll deduction, of participating employees.

D. The implementation and continuation of such plan is contingent upon there being no additional costs, direct or indirect to the County, over and above that normally attributable to other payroll deductions currently provided to the bargaining unit herein.

ARTICLE 52: SAVINGS CLAUSE

If the enactment of legislation or a determination by a court of final jurisdiction (whether in a proceeding between the parties or in one based on a similar state of facts) invalidates any portion of this Agreement, it shall not affect the validity of the rest of this Agreement, which shall remain in full force according to its terms in the same manner and with the same effect as if such invalid portion had not originally been included herein.

ARTICLE 53: ENTIRE MEMORANDUM OF AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The parties further acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understanding and agreement arrived at by the parties after the exercise of that right and the opportunity are set forth in the Agreement. Therefore, the County and the Association, for life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Waiver or any breach of this Agreement by either party shall not constitute a waiver or any future breach of this Agreement.

ARTICLE 54: DURATION

Unless otherwise specified, the provisions of this Agreement shall be effective as of September 1, 1999 and shall remain in full force and effect through the 31st day of August 2003. It shall automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred eighty (180) days prior to this Agreement's termination date, that it desires to modify, alter or amend this Agreement. In the event notice is so given, negotiations shall commence no later than one hundred fifty (150) days prior to this Agreement's termination date, and the parties shall state in their first meeting the modifications and changes desired.

ARTICLE 55: GRANT EMPLOYEES

1. Definitions:

a. For the purpose of this Article, all grant employees shall be defined as employees whose salary and fringe benefits are derived from the allocated funds of a grant program.

b. An appointment to a grant funded position shall be for the duration of the grant. Reappointment will be based on renewed funding.

c. A grant shall be defined as funds that have been provided to the College as a result of the successful application to a particular grant sponsor.

2. All grant employees currently on the payroll of the College as of the effective date of this agreement who are covered by the terms of this agreement shall retain all rights and privileges of the AAEECC-UAW until such time as they leave the service of the College/County.

3. Effective upon the signing of this agreement employees hired into grant positions shall receive all the benefits set forth herein except the ability to gain seniority, bumping rights and recourse to the discipline and discharge provisions in a termination situation. Permanent rights will begin only after the employee has commenced his/her first day of employment in the fifth year of continued service from the date of his/her first day of employment. Furthermore, it is understood that all vacation accruals must be utilized during the grant year.

4. Grant employees terminated during their first four years of service for any reason including the failure to renew the grant in question shall have not recourse to either the retrenchment or discipline and discharge provisions of this agreement.

ARTICLE 56: TUITION ASSISTANCE AND REIMBURSEMENT

It is agreed that the College shall make available an annual amount of \$5,000 college-wide to be utilized for job related tuition reimbursement and seminars, workshops, and conferences for members of the bargaining unit. The fund shall not rollover from year to year.

If an employee obtains tuition assistance reimbursement from any other source he/she may only receive tuition assistance this Article on a pro-rated basis.

Requirements for permission to attend courses, seminars, workshops, and/or conferences for which reimbursement will be sought must be directed to the President of the College or his designee. Failure to gain permission prior to date of attendance will disqualify an employee for reimbursement pursuant to this Article.

Requests for reimbursement for tuition assistance shall be directed to the President of the College or his designee and shall include the following:

- a. Proper application including a brief summary of the course taken.
- b. Proper approval
- c. Proof of passing the course or proof of attendance if no grading is available.

No reimbursement will occur if a, b, and c, are not met.

ARTICLE 57: CATASTROPHIC ILLNESS BANK

Any member of the AAEC bargaining unit having five years or more seniority may apply for catastrophic illness day from the leave bank. The bank will be established, maintained and administered on the following basis:

- a. Each eligible member of the bargaining unit may contribute up to 20 days, one time per year, on July 1st, by written notice to the College Personnel Office. Any such contribution shall be a permanent contribution and shall not be retrievable at any time thereafter.

Employees who donate sick leave day to the catastrophic illness bank shall have the maximum ceiling on sick day accumulation (215) reduced by the number of sick days the employee contributes to the bank; i.e., if an employee donates 20 days to the bank that employee's sick leave accumulation shall be limited to 195.

1. The maximum number of days in the bank shall be 500 days at any one time.
2. A record of the disbursements and balances in the bank shall be maintained by the College's Business Office.

b. A committee shall be established to maintain and administer the Catastrophic Illness Bank. The Catastrophic Bank Committee will consist of the AAEC President or his/her designee, the College President or his/her designee, and one other member appointed by the President of the College.

c. The Chairperson of the Committee shall be the AAEC President or his/her designee.

d. When applications are submitted, the Catastrophic Bank Committee will convene at the discretion of the Chairperson.

e. Any eligible member wishing to be considered for catastrophic bank days must submit a written explanation; a valid doctor's note must accompany the request and must indicate the probable length of the disability, including a prognosis for a return to work.

f. Decisions of the Committee are to be rendered not less than two weeks before the period for which the Committee wishes to grant the extended leave days. The decisions of the Catastrophic Banks Committee will be final and no availability for denial.

g. The Committee shall make its decision based on the following criteria:

1. Days from the bank are to supplement long-term catastrophic illnesses only.
2. Days will be granted in blocks of 30 days.
3. Maximum blocks for any one illness is 4 blocks (120 days).
4. All accrued leave accumulation must be exhausted before catastrophic bank days may be used, and no accumulation of leave time will occur during the use of catastrophic bank days.
5. The catastrophic Bank Committee may request any documentation including doctor's statements before granting days.

h. Should the Catastrophic Bank fall below 120 days, a special subscription period may be declared by the catastrophic bank committee.

APPENDIX "A"

ERIE COMMUNITY COLLEGE

**Schedule A,
Administrators Association Titles:**

CLASS TITLES	JOB Group
ASSISTANT ACADEMIC DEAN	XIII
ASSISTANT BUSINESS MANAGER COLLEGE	XI
ASSISTANT COORDINATOR OF COMMUNITY EDUCATION	X
ASSISTANT COORDINATOR OF COMMUNITY EDUCATION RPT	X
ASSISTANT COORDINATOR OF FINANCIAL AID	X
ASSISTANT COORDINATOR OF GRANTS	X
ASSISTANT COORDINATOR STUDENT SERVICES	IX
ASSISTANT DIRECTOR ATHLETICS	XI
ASSISTANT DIRECTOR OF CORPORATE TRAINING	XII
ASSISTANT TO THE EXECUTIVE DIRECTOR ECC FOUNDATION	XII
ASSISTANT DIRECTOR STUDENT SERVICES	XII
ASSISTANT PROJECT DIRECTOR GRANT	XI
ASSISTANT PROJECT DIRECTOR GRANT RPT	XI
ATHLETIC FACILITY COORDINATOR	IX
BURSAR	XI
CASE MANAGER	IX
CASE MANAGER RPT	IX
CHIEF ACCOUNTANT COLLEGE	XIII
CHILD CARE CENTER DIRECTOR	XII
COLLEGE ACCOUNTANT/AUDITOR	IX
COLLEGE ADMINISTRATIVE ASSISTANT	VI
COLLEGE ADMINISTRATIVE ASSISTANT RPT	VI
COLLEGE BUDGET DIRECTOR	XIII
COLLEGE BUSINESS MANAGER	XIII
COLLEGE NURSE	IX

COORDINATOR OF ADMINISTRATION	XV
COORDINATOR OF ADVANCED STUDIES	XII
COORDINATOR OF ALUMNI AFFAIRS	IX
COORDINATOR CAMPUS FACILITIES	XV
COORDINATOR OF COMMUNITY EDUCATION	XII
COORDINATOR DATA SYSTEMS COLLEGE	XIV
COORDINATOR OF EDUCATIONAL OPPORTUNITY PROGRAM	XI
COORDINATOR OF EVENING SERVICE	XIII
COORDINATOR OF FINANCIAL AID	XII
COORDINATOR OF GENERAL STUDIES	XII
COORDINATOR OF GRANTS	XI
COORDINATOR OF PLACEMENT	XII
COORDINATOR OF RECRUITMENT	XI
COORDINATOR OF SPECIAL SERVICES	XI
COORDINATOR OF STUDENT SERVICES	XI
CORPORATE TRAINING REPRESENTATIVE	X
CORPORATE TRAINING REPRESENTATIVE RPT	X
CORPORATE TRAINING SPECIALIST	X
DEAN OF INSTITUTIONAL PLANNING	XV
DEAN OF RETENTION	XV
DEAN OF STUDENTS	XIV
DIRECTOR OF ADMISSIONS/CALL CENTER	XIV
DIRECTOR OF ATHLETICS	XIV
DIRECTOR OF BUILDINGS AND GROUNDS	XIII
DIRECTOR OF COLLEGE INFORMATION SYSTEMS	XVI
DIRECTOR CORPORATE TRAINING	XIII
DIRECTOR OF FINANCIAL AID	XIII
DIRECTOR OF INSTITUTIONAL RESEARCH	XIII
DIRECTOR OF PUBLIC RELATIONS	X
DIRECTOR OF RECRUITMENT	XIV

DIRECTOR OF REGISTRATION	XIII
DIRECTOR OF WORKFORCE DEVELOPMENT	XIII
DIRECTOR OF STUDENT SERVICES	XIII
EVENTS SPECIALIST	VII
EXECUTIVE DEAN OF WORKFORCE DEVELOPMENT	XVI
JOB DEVELOPER	IX
JOB DEVELOPER RPT	IX
NATATORIUM MANAGER	VIII
PAYROLL SUPERVISOR COLLEGE	VIII
PRINCIPLE RECRUITER	XI
PROFESSOR/DEPARTMENT HEAD	XIV
PROFESSOR/DEPARTMENT HEAD PT	XIV
PROGRAM DIRECTOR BILINGUAL	XII
PROJECT DIRECTOR GRANT	XIII
PUBLICATION SPECIALIST	VII
RECRUITER	IX
REGISTRAR	XII
SENIOR RECRUITER	X
VOCATIONAL PROGRAM SPECIALIST	XII

It is agreed and understood between the parties that the current title of Academic Dean contained in Section A shall remain a bargaining unit position with all the rights contained therein until the current incumbents leave the position. As each administrator currently holding said position leaves the position or County/College service, the individual appointed to such vacant position shall be considered as managerial confidential from that date forward.

When all current incumbents holding Academic Dean positions have been replaced, the title of Academic Dean shall be deemed as deleted from the bargaining unit and Schedule A.

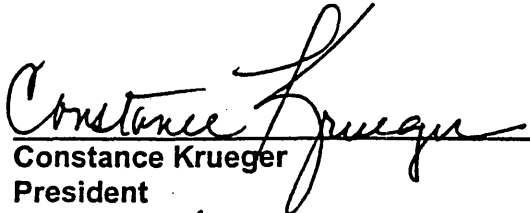
SIGNATURE PAGE

THIS AGREEMENT constitutes the entire Agreement between the Parties

IN WITNESS WHEREOF, the Parties hereto have hereunder set their hands and seals the 22nd day of December 1999,

FOR THE UAW-AAECC LOCAL 3300


Paul A. Lamanna
Negotiations Chair


Constance Krueger
President


Scott Adams
UAW


APPROVED AS TO FORM

FOR THE COUNTY OF ERIE


Dennis Gorski
Erie County Executive


Michael Connors
Director of Labor Relations


William Mariani
President Erie Community College


Mary Beth Cullinan
Chairperson Board of Trustees ECC


Stephen Cowle
Assistant County Attorney

ADMINISTRATOR'S ASSOCIATION SALARY SCALE 1999-00 (1%)

JOB GROUP	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	LONG 1	LONG 2	LONG 3
6	24,205	25,317	26,415	27,523	28,619	29,762	30,957	32,256	32,930	33,621	34,325
	930.98	973.72	1,015.98	1,058.56	1,100.74	1,144.69	1,190.67	1,240.60	1,266.54	1,293.12	1,320.19
	11.637	12.172	12.700	13.232	13.759	14.309	14.883	15.508	15.832	16.164	16.502
7	26,407	27,756	29,107	30,462	31,796	33,205	34,684	36,296	37,140	38,008	38,892
	1,015.66	1,067.53	1,119.48	1,171.60	1,222.91	1,277.12	1,334.01	1,395.98	1,428.46	1,461.83	1,495.85
	12.696	13.344	13.994	14.645	15.286	15.964	16.675	17.450	17.856	18.273	18.698
8	28,327	29,905	31,478	33,054	34,630	36,275	37,997	39,903	40,909	41,932	42,984
	1,089.51	1,150.19	1,210.71	1,271.31	1,331.91	1,395.17	1,461.43	1,534.72	1,573.42	1,612.77	1,653.25
	13.619	14.377	15.134	15.891	16.649	17.440	18.268	19.184	19.668	20.160	20.666
9	30,409	32,174	33,934	35,703	37,472	39,329	41,274	43,430	44,566	45,734	46,930
	1,169.58	1,237.45	1,305.16	1,373.20	1,441.23	1,512.66	1,587.48	1,670.38	1,714.09	1,759.02	1,804.99
	14.620	15.468	16.315	17.165	18.015	18.908	19.843	20.880	21.426	21.988	22.562
10	32,619	34,539	36,455	38,384	40,312	42,340	44,466	46,821	48,060	49,327	50,633
	1,254.58	1,328.43	1,402.12	1,476.30	1,550.47	1,628.44	1,710.21	1,800.79	1,848.46	1,897.18	1,947.44
	15.682	16.605	17.527	18.454	19.381	20.356	21.378	22.510	23.106	23.715	24.343
11	36,006	38,134	40,157	42,239	44,321	46,505	48,802	51,344	52,684	54,058	55,467
	1,384.83	1,466.68	1,544.49	1,624.56	1,704.64	1,788.67	1,876.98	1,974.75	2,026.30	2,079.15	2,133.36
	17.310	18.334	19.306	20.307	21.308	22.358	23.462	24.684	25.329	25.989	26.667
12	38,560	40,871	43,163	45,463	47,760	50,184	52,720	55,543	57,030	58,558	60,127
	1,483.08	1,571.96	1,660.12	1,748.59	1,836.91	1,930.15	2,027.68	2,136.27	2,193.48	2,252.22	2,312.58
	18.539	19.650	20.751	21.857	22.961	24.127	25.346	26.703	27.418	28.153	28.907
13	42,146	44,684	47,205	49,732	52,255	54,902	57,688	60,787	62,417	64,098	65,816
	1,621.01	1,718.62	1,815.58	1,912.78	2,009.82	2,111.63	2,218.77	2,337.95	2,400.65	2,465.29	2,531.38
	20.263	21.483	22.695	23.910	25.123	26.395	27.735	29.224	30.008	30.816	31.642
14	47,081	49,923	52,749	55,585	58,413	61,398	64,530	68,013	69,852	71,738	73,673
	1,810.81	1,920.13	2,028.81	2,137.89	2,246.64	2,361.46	2,481.93	2,615.90	2,686.60	2,759.16	2,833.58
	22.635	24.002	25.360	26.724	28.083	29.518	31.024	32.699	33.583	34.489	35.420
15	52,226	55,385	58,556	61,719	64,885	68,211	71,700	75,593	77,648	79,753	81,864
	2,008.69	2,130.21	2,252.14	2,373.82	2,495.59	2,623.50	2,757.70	2,907.43	2,986.45	3,067.41	3,148.61
	25.109	26.628	28.152	29.673	31.195	32.794	34.471	36.343	37.331	38.343	39.358
16	57,755	61,268	64,761	68,276	71,791	75,482	79,366	83,687	85,969	88,309	90,715
	2,221.35	2,356.45	2,490.82	2,626.00	2,761.18	2,903.14	3,052.54	3,218.75	3,306.50	3,396.51	3,489.02
	27.767	29.456	31.135	32.825	34.515	36.289	38.157	40.234	41.331	42.456	43.613

PROFESSOR/DEPARTMENT HEAD
10 MONTH PAY SCALE:

JOB GROUP	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	LONG 1	LONG 2	LONG 3
14	48,876	51,712	54,554	57,379	60,223	63,187	66,308	69,767	71,591	73,460	75,377
	2,327.44	2,462.46	2,597.80	2,732.33	2,867.75	3,008.91	3,157.50	3,322.25	3,409.11	3,498.07	3,589.38
	29.093	30.781	32.473	34.154	35.847	37.611	39.469	41.528	42.614	43.726	44.867
15	53,271	56,493	59,727	62,953	66,183	69,575	73,134	77,105	79,201	81,348	83,501
	2,536.69	2,690.12	2,844.15	2,997.78	3,151.55	3,312.96	3,482.57	3,671.66	3,771.47	3,873.71	3,976.25
	31.708	33.626	35.551	37.472	39.394	41.412	43.532	45.895	47.143	48.421	49.703

12 MONTH PAY SCALE:

JOB GROUP	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	LONG 1	LONG 2	LONG 3
14	48,875	51,711	54,554	57,379	60,222	63,186	66,308	69,768	71,591	73,459	75,377
	1,879.81	1,988.89	2,098.21	2,206.89	2,316.21	2,430.22	2,550.29	2,683.37	2,753.50	2,825.33	2,899.10
	23.498	24.861	26.228	27.586	28.953	30.378	31.879	33.542	34.419	35.317	36.239
15	53,271	56,493	59,727	62,953	66,183	69,575	73,134	77,105	79,201	81,348	83,501
	2,048.86	2,172.79	2,297.19	2,421.28	2,545.48	2,675.97	2,812.84	2,965.57	3,046.19	3,128.77	3,211.58
	25.610	27.159	28.714	30.266	31.818	33.449	35.160	37.069	38.077	39.109	40.144

ADMINISTRATOR'S ASSOCIATION SALARY SCALE 2000-01 (2%)

JOB GROUP	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	LONG 1	LONG 2	LONG 3
6	24,690	25,823	26,944	28,073	29,192	30,357	31,577	32,901	33,589	34,294	35,011
	949.60	993.20	1,036.30	1,079.73	1,122.75	1,167.59	1,214.48	1,265.42	1,291.87	1,318.99	1,346.60
	11.870	12.415	12.954	13.497	14.034	14.595	15.181	15.818	16.148	16.487	16.832
7	26,935	28,311	29,689	31,071	32,432	33,869	35,378	37,021	37,883	38,768	39,670
	1,035.97	1,088.88	1,141.87	1,195.03	1,247.37	1,302.67	1,360.69	1,423.90	1,457.03	1,491.07	1,525.77
	12.950	13.611	14.273	14.938	15.592	16.283	17.009	17.799	18.213	18.638	19.072
8	28,894	30,503	32,108	33,715	35,322	37,000	38,757	40,701	41,727	42,771	43,844
	1,111.30	1,173.19	1,234.92	1,296.73	1,358.55	1,423.08	1,490.66	1,565.41	1,604.89	1,645.02	1,686.31
	13.891	14.665	15.437	16.209	16.982	17.788	18.633	19.568	20.061	20.563	21.079
9	31,017	32,817	34,613	36,417	38,221	40,116	42,100	44,298	45,458	46,649	47,868
	1,192.97	1,262.20	1,331.27	1,400.66	1,470.05	1,542.91	1,619.23	1,703.79	1,748.37	1,794.20	1,841.09
	14.912	15.778	16.641	17.508	18.376	19.286	20.240	21.297	21.855	22.427	23.014
10	33,272	35,230	37,184	39,151	41,118	43,186	45,355	47,757	49,021	50,313	51,646
	1,279.67	1,355.00	1,430.16	1,505.82	1,581.48	1,661.01	1,744.42	1,836.81	1,885.43	1,935.13	1,986.39
	15.996	16.938	17.877	18.823	19.769	20.763	21.805	22.960	23.568	24.189	24.830
11	36,726	38,896	40,960	43,083	45,207	47,436	49,778	52,370	53,738	55,139	56,577
	1,412.53	1,496.02	1,575.38	1,657.06	1,738.73	1,824.44	1,914.52	2,014.25	2,066.83	2,120.73	2,176.03
	17.657	18.700	19.692	20.713	21.734	22.806	23.932	25.178	25.835	26.509	27.200
12	39,331	41,688	44,026	46,373	48,715	51,188	53,774	56,654	58,171	59,729	61,330
	1,512.75	1,603.40	1,693.32	1,783.56	1,873.65	1,968.75	2,068.23	2,179.00	2,237.35	2,297.26	2,358.83
	18.909	20.043	21.166	22.295	23.421	24.609	25.853	27.237	27.967	28.716	29.485
13	42,989	45,578	48,149	50,727	53,300	56,000	58,842	62,002	63,665	65,379	67,132
	1,653.43	1,752.99	1,851.89	1,951.03	2,050.02	2,153.86	2,263.14	2,384.71	2,448.66	2,514.59	2,582.01
	20.668	21.912	23.149	24.388	25.625	26.923	28.289	29.809	30.608	31.432	32.275
14	48,023	50,922	53,804	56,697	59,581	62,626	65,821	69,374	71,249	73,173	75,146
	1,847.02	1,958.53	2,069.38	2,180.64	2,291.58	2,408.69	2,531.57	2,668.22	2,740.33	2,814.34	2,890.25
	23.088	24.482	25.867	27.258	28.645	30.109	31.645	33.353	34.254	35.179	36.128
15	53,270	56,493	59,727	62,954	66,183	69,575	73,134	77,105	79,201	81,348	83,501
	2,048.86	2,172.82	2,297.18	2,421.30	2,545.50	2,675.97	2,812.86	2,965.57	3,046.18	3,128.76	3,211.59
	25.611	27.160	28.715	30.266	31.819	33.450	35.161	37.070	38.077	39.109	40.145
16	58,910	62,493	66,057	69,642	73,226	76,991	80,953	85,361	87,688	90,075	92,529
	2,265.78	2,403.58	2,540.64	2,678.52	2,816.40	2,961.21	3,113.59	3,283.12	3,372.63	3,464.44	3,558.81
	28.322	30.045	31.758	33.482	35.205	37.015	38.920	41.039	42.158	43.305	44.485

PROFESSOR/DEPARTMENT HEAD
10 MONTH PAY SCALE:

JOB GROUP	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	LONG 1	LONG 2	LONG 3
14	49,854	52,746	55,645	58,527	61,427	64,451	67,634	71,163	73,023	74,929	76,884
	2,373.99	2,511.71	2,649.76	2,786.98	2,925.11	3,069.09	3,220.65	3,388.70	3,477.30	3,568.04	3,661.17
	29.675	31.396	33.122	34.837	36.564	38.364	40.258	42.359	43.466	44.600	45.765
15	54,335	57,622	60,920	64,212	67,506	70,964	74,596	78,646	80,784	82,974	85,171
	2,587.37	2,743.88	2,900.96	3,057.72	3,214.55	3,379.22	3,552.21	3,745.03	3,846.87	3,951.15	4,055.76
	32.342	34.299	36.262	38.221	40.182	42.240	44.403	46.813	48.086	49.389	50.697

12 MONTH PAY SCALE:

JOB GROUP	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	LONG 1	LONG 2	LONG 3
14	49,853	52,745	55,645	58,527	61,426	64,449	67,634	71,163	73,023	74,928	76,884
	1,917.41	2,028.67	2,140.18	2,251.03	2,362.54	2,478.83	2,601.30	2,737.04	2,808.57	2,881.84	2,957.09
	23.968	25.358	26.752	28.138	29.532	30.985	32.516	34.213	35.107	36.023	36.964
15	54,334	57,621	60,920	64,212	67,505	70,965	74,595	78,646	80,784	82,974	85,170
	2,089.78	2,216.17	2,343.06	2,469.71	2,596.35	2,729.44	2,869.06	3,024.83	3,107.08	3,191.29	3,275.75
	26.122	27.702	29.288	30.871	32.454	34.118	35.863	37.810	38.839	39.891	40.947

ADMINISTRATOR'S ASSOCIATION SALARY SCALE 2001-02 (3%)

JOB GROUP	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	LONG 1	LONG 2	LONG 3
6	25,430	26,598	27,752	28,915	30,067	31,268	32,524	33,888	34,596	35,322	36,062
	978.09	1,022.99	1,067.39	1,112.12	1,156.44	1,202.62	1,250.92	1,303.38	1,330.63	1,358.56	1,386.99
	12.226	12.787	13.342	13.902	14.455	15.033	15.636	16.292	16.633	16.982	17.337
7	27,743	29,160	30,579	32,003	33,404	34,885	36,439	38,132	39,019	39,931	40,860
	1,067.05	1,121.55	1,176.13	1,230.88	1,284.79	1,341.75	1,401.51	1,466.62	1,500.74	1,535.80	1,571.54
	13.338	14.019	14.702	15.386	16.060	16.772	17.519	18.333	18.759	19.198	19.644
8	29,761	31,418	33,071	34,727	36,382	38,110	39,920	41,922	42,979	44,054	45,159
	1,144.64	1,208.39	1,271.97	1,335.64	1,399.30	1,465.77	1,535.38	1,612.37	1,653.03	1,694.37	1,736.90
	14.308	15.105	15.900	16.695	17.491	18.322	19.192	20.155	20.663	21.180	21.711
9	31,948	33,802	35,651	37,510	39,368	41,319	43,363	45,627	45,821	48,049	49,304
	1,228.76	1,300.07	1,371.20	1,442.68	1,514.16	1,589.20	1,667.80	1,754.90	1,800.82	1,848.02	1,896.32
	15.360	16.251	17.140	18.033	18.927	19.865	20.848	21.936	22.510	23.100	23.704
10	34,270	36,287	38,300	40,326	42,352	44,482	46,715	49,190	50,492	51,823	53,196
	1,318.06	1,395.65	1,473.07	1,551.00	1,628.93	1,710.84	1,796.75	1,891.91	1,941.99	1,993.18	2,045.98
	16.476	17.446	18.413	19.387	20.362	21.386	22.459	23.649	24.275	24.915	25.575
11	37,827	40,063	42,189	44,376	46,563	48,859	51,271	53,942	55,350	56,793	58,274
	1,454.90	1,540.90	1,622.64	1,706.77	1,790.89	1,879.18	1,971.96	2,074.67	2,128.83	2,184.35	2,241.31
	18.186	19.261	20.283	21.335	22.386	23.490	24.649	25.933	26.610	27.304	28.016
12	40,511	42,939	45,347	47,764	50,176	52,723	55,387	58,354	59,916	61,521	63,169
	1,558.13	1,651.51	1,744.12	1,837.07	1,929.85	2,027.82	2,130.28	2,244.37	2,304.47	2,366.18	2,429.59
	19.477	20.644	21.801	22.963	24.123	25.348	26.628	28.055	28.806	29.577	30.370
13	44,279	46,945	49,594	52,249	54,899	57,680	60,607	63,862	65,575	67,341	69,146
	1,703.03	1,805.58	1,907.44	2,009.56	2,111.52	2,218.48	2,331.04	2,456.25	2,522.12	2,590.03	2,659.47
	21.288	22.570	23.843	25.120	26.394	27.731	29.138	30.703	31.527	32.375	33.243
14	49,463	52,450	55,418	58,398	61,368	64,505	67,796	71,455	73,386	75,368	77,401
	1,902.44	2,017.29	2,131.46	2,246.06	2,360.32	2,480.95	2,607.52	2,748.26	2,822.54	2,898.77	2,976.95
	23.780	25.216	26.643	28.076	29.504	31.012	32.594	34.353	35.282	36.235	37.212
15	54,869	58,188	61,519	64,842	68,169	71,662	75,328	79,418	81,577	83,788	86,006
	2,110.33	2,238.00	2,366.10	2,493.94	2,621.87	2,756.24	2,897.24	3,054.54	3,137.56	3,222.62	3,307.93
	26.379	27.975	29.576	31.174	32.773	34.453	36.216	38.182	39.220	40.283	41.349
16	60,678	64,368	68,038	71,731	75,423	79,301	83,382	87,922	90,319	92,778	95,305
	2,333.75	2,475.69	2,616.86	2,758.88	2,900.89	3,050.04	3,207.00	3,381.62	3,473.81	3,568.37	3,665.57
	29.172	30.946	32.711	34.486	36.261	38.126	40.088	42.270	43.423	44.605	45.820

PROFESSOR/DEPARTMENT HEAD

10 MONTH PAY SCALE:

JOB GROUP	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	LONG 1	LONG 2	LONG 3
14	51,349	54,328	57,314	60,282	63,270	66,384	69,663	73,298	75,214	77,177	79,191
	2,445.21	2,587.06	2,729.25	2,870.59	3,012.86	3,161.16	3,317.27	3,490.36	3,581.61	3,675.08	3,771.00
	30.565	32.338	34.116	35.882	37.661	39.515	41.466	43.629	44.770	45.938	47.138
15	55,965	59,350	62,748	66,138	69,531	73,093	76,834	81,005	83,208	85,463	87,726
	2,664.99	2,826.20	2,987.99	3,149.45	3,310.99	3,480.60	3,658.78	3,857.38	3,962.27	4,069.69	4,177.44
	33.312	35.327	37.350	39.368	41.387	43.507	45.735	48.217	49.528	50.871	52.218

12 MONTH PAY SCALE:

JOB GROUP	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	LONG 1	LONG 2	LONG 3
14	51,348	54,328	57,314	60,283	63,269	66,383	69,663	73,298	75,214	77,176	79,191
	1,974.93	2,089.53	2,204.38	2,318.56	2,433.41	2,553.19	2,679.34	2,819.15	2,892.83	2,968.30	3,045.80
	24.687	26.119	27.555	28.982	30.418	31.915	33.492	35.239	36.160	37.104	38.072
15	55,964	59,349	62,747	66,139	69,530	73,094	76,833	81,005	83,208	85,463	87,725
	2,152.47	2,282.66	2,413.35	2,543.80	2,674.24	2,811.32	2,955.13	3,115.58	3,200.30	3,287.03	3,374.02
	26.906	28.533	30.167	31.797	33.428	35.142	36.939	38.945	40.004	41.088	42.175

ADMINISTRATOR'S ASSOCIATION SALARY SCALE 2002-03 (3%)

JOB GROUP	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	LONG 1	LONG 2	LONG 3
6	26,193	27,396	28,585	29,783	30,969	32,206	33,500	34,904	35,634	36,382	37,144
	1,007.43	1,053.68	1,099.41	1,145.49	1,191.13	1,238.69	1,288.44	1,342.48	1,370.55	1,399.31	1,428.60
	12.593	13.171	13.743	14.319	14.889	15.484	16.106	16.781	17.132	17.491	17.858
7	28,576	30,035	31,497	32,963	34,407	35,932	37,532	39,276	40,190	41,129	42,086
	1,099.06	1,155.19	1,211.41	1,267.81	1,323.33	1,382.00	1,443.55	1,510.62	1,545.77	1,581.88	1,618.69
	13.738	14.440	15.143	15.848	16.542	17.275	18.044	18.883	19.322	19.773	20.234
8	30,653	32,361	34,063	35,768	37,473	39,253	41,117	43,179	44,268	45,375	46,514
	1,178.98	1,244.64	1,310.13	1,375.70	1,441.28	1,509.74	1,581.44	1,660.74	1,702.62	1,745.21	1,789.01
	14.737	15.558	16.377	17.196	18.016	18.872	19.768	20.759	21.283	21.815	22.363
9	32,906	34,816	36,721	38,635	40,549	42,559	44,664	46,996	48,226	49,490	50,784
	1,265.62	1,339.07	1,412.34	1,485.96	1,559.58	1,636.87	1,717.84	1,807.55	1,854.85	1,903.46	1,953.21
	15.820	16.738	17.654	18.575	19.495	20.461	21.473	22.594	23.186	23.793	24.415
10	35,298	37,376	39,449	41,536	43,623	45,816	48,117	50,665	52,007	53,377	54,791
	1,357.61	1,437.52	1,517.26	1,597.53	1,677.79	1,762.17	1,850.65	1,948.67	2,000.25	2,052.98	2,107.36
	16.970	17.969	18.966	19.969	20.972	22.027	23.133	24.358	25.003	25.662	26.342
11	38,962	41,265	43,454	45,707	47,960	50,324	52,809	55,560	57,010	58,497	60,022
	1,498.55	1,587.12	1,671.32	1,757.97	1,844.62	1,935.55	2,031.12	2,136.91	2,192.70	2,249.88	2,308.55
	18.732	19.839	20.892	21.975	23.058	24.194	25.389	26.711	27.409	28.124	28.857
12	41,727	44,227	46,707	49,197	51,682	54,305	57,049	60,104	61,714	63,366	65,065
	1,604.87	1,701.05	1,796.44	1,892.18	1,987.75	2,088.65	2,194.18	2,311.70	2,373.60	2,437.17	2,502.48
	20.061	21.263	22.456	23.652	24.847	26.108	27.427	28.896	29.670	30.465	31.281
13	45,607	48,353	51,081	53,816	56,546	59,411	62,425	65,778	67,542	69,361	71,221
	1,754.12	1,859.75	1,964.67	2,069.85	2,174.86	2,285.03	2,400.97	2,529.94	2,597.79	2,667.73	2,739.26
	21.927	23.247	24.558	25.873	27.186	28.563	30.012	31.624	32.472	33.347	34.241
14	50,947	54,023	57,081	60,150	63,209	66,440	69,829	73,599	75,588	77,629	79,723
	1,959.51	2,077.81	2,195.41	2,313.45	2,431.13	2,555.38	2,685.75	2,830.71	2,907.22	2,985.73	3,066.26
	24.494	25.973	27.443	28.918	30.389	31.942	33.572	35.384	36.340	37.322	38.328
15	56,515	59,934	63,364	66,788	70,214	73,812	77,588	81,801	84,024	86,302	88,586
	2,173.64	2,305.14	2,437.08	2,568.76	2,700.52	2,838.93	2,984.16	3,146.18	3,231.69	3,319.30	3,407.17
	27.170	28.814	30.463	32.109	33.757	35.487	37.302	39.327	40.396	41.491	42.590
16	62,498	66,299	70,079	73,883	77,686	81,680	85,884	90,560	93,029	95,561	98,164
	2,403.77	2,549.96	2,695.36	2,841.64	2,987.92	3,141.54	3,303.21	3,483.07	3,578.02	3,675.42	3,775.54
	30.047	31.874	33.692	35.521	37.349	39.269	41.290	43.538	44.725	45.943	47.194

PROFESSOR/DEPARTMENT HEAD

10 MONTH PAY SCALE:

JOB GROUP	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	LONG 1	LONG 2	LONG 3
14	52,890	55,958	59,034	62,091	65,168	68,376	71,753	75,496	77,470	79,492	81,567
	2,518.57	2,664.67	2,811.13	2,956.71	3,103.25	3,256.00	3,416.79	3,595.07	3,689.06	3,785.33	3,884.13
	31.482	33.308	35.139	36.959	38.791	40.700	42.710	44.938	46.113	47.317	48.552
15	57,644	61,131	64,630	68,123	71,617	75,285	79,139	83,435	85,704	88,027	90,358
	2,744.94	2,910.98	3,077.63	3,243.93	3,410.32	3,585.01	3,768.54	3,973.10	4,081.14	4,191.78	4,302.76
	34.312	36.387	38.470	40.549	42.629	44.813	47.107	49.664	51.014	52.397	53.785

12 MONTH PAY SCALE:

JOB GROUP	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	LONG 1	LONG 2	LONG 3
14	52,889	55,958	59,033	62,091	65,167	68,374	71,753	75,497	77,470	79,491	81,566
	2,034.18	2,152.22	2,270.52	2,388.12	2,506.42	2,629.79	2,759.72	2,903.72	2,979.61	3,057.34	3,137.17
	25.427	26.903	28.381	29.851	31.330	32.872	34.496	36.297	37.245	38.217	39.215
15	57,643	61,130	64,630	68,123	71,616	75,287	79,138	83,435	85,704	88,027	90,356
	2,217.04	2,351.14	2,485.75	2,620.11	2,754.47	2,895.66	3,043.78	3,209.04	3,296.30	3,385.64	3,475.24
	27.713	29.389	31.072	32.751	34.431	36.196	38.047	40.113	41.204	42.321	43.441

APPENDIX "F"

"THE PARTIES TO THIS AGREEMENT AGREE THAT ALL CAMPUSES WILL BE "SMOKE FREE" BY SEPTEMBER 1, 1996."

Amended December 14, 1999

**BY LAWS OF
ADMINISTRATOR LOCAL 3300
ERIE COMMUNITY COLLEGE**

Article I This organization shall be known as the Administrators Local 3300 of the UAW hereinafter referred to as the "Local."

Article II "This Constitution of this Local Union shall be the Constitution of the International Union, UAW, and these Bylaws shall be in all respects subordinate to said constitution and all applications and interpretations thereof."

Article III PURPOSE

Section 1 To establish hours of work and wages in accordance with the needs and desires of its membership, and to improve working conditions and promote Professionalism.

Section 2 To unite into one organization, regardless of religion, race, creed, color, sex, age, handicap, political or fraternal affiliation or nationality, all administrators employed by Erie Community College, as referred to in Article I of the collective Bargaining Agreement.

Section 3 To provide a simple guide, inside the framework of the Constitution of the International Union, UAW, to help our Local grow toward the ends expressed above.

ARTICLE IV - MEMBERSHIP, INITIATION FEE AND DUES

- Section 1** Any administrator employed by the College, except those employees excluded under the terms of the contract, shall become a member of the Local by paying the following initiation fee and dues effective the first day of the month for which dues are paid.
- Section 2** The initiation fee shall be \$20 except as otherwise provided for in the International Constitution.
- Section 3** The monthly dues shall be as prescribed in Article 47, Section 1, of the International Constitution.
- Section 4** The reinstatement fee shall be \$10.00, plus all back dues, and shall be uniformly applied to all delinquent members of the Local as stated in Article 26, Section 9, of the International Constitution.

ARTICLE V - OFFICERS

- Section 1** Local 3300 shall have the following executive Officers:
- | | |
|---------------------|-------------------------------|
| President | Financial Secretary/Treasurer |
| Vice President | Three (3) Trustees |
| Recording Secretary | Sergeant -at- Arms |
| Guide | |

ARTICLE VI - EXECUTIVE BOARD

- Section 1** The Executive Board shall consist of: President; Vice President; Financial Secretary/Treasurer; Recording Secretary; Three (3) Trustees; Sergeant -at- Arms; the Guide; the Grievance chairperson; and the Negotiating chairperson.
- Section 2** A majority of the Executive Board constitutes a quorum.
- Section 3** Executive Board members and other elected officials shall make every reasonable effort to attend all meetings of the Local. Officers with excessive absenteeism will be subject to removal from office as stipulated by the Constitution.

ARTICLE VII - TERM OF OFFICE

- Section 1** All officers and Executive Board members shall be elected for a three (3) year term of office, to commence July 1st.
- Section 2** The Negotiating committee and the Grievance committee shall be elected for a three (3) year term.
- Section 3** All vacancies shall be filled according to Article 38, Section 14, of the International Constitution. In case of a vacancy in the office of the President, the Vice President shall fill the vacancy for the unexpired term. In case of a vacancy on the Negotiating committee, or the Grievance committee, the Executive Board of the Local shall be empowered to fill the vacancy by temporary appointment. An election to fill the vacancy shall be held as soon as possible.
- Section 4** Dues paying members of Local 3300 that are employees of the college will be eligible to vote in the election for officers and Executive Board members.

ARTICLE VIII - POWERS OF ADMINISTRATION

- (a) The membership is the highest authority of this Local Union and shall be empowered to take or direct any action not inconsistent with the Constitution or Bylaws.
- (b) Between membership meetings, the Executive Board shall be the highest authority of the Local Union and shall be empowered to act on behalf of the membership to the extent urgent business requires prompt and decisive action, subject to subsequent membership approval, but the Executive Board may not take action affecting the vital interests of the Local Union without prior membership approval.
- (c) Between meetings of the Executive Board, the president shall exercise general administrative authority and, shall be empowered to act on behalf of, and take action permitted, to the Executive Board subject to subsequent approval of the Executive Board.

ARTICLE IX - LEASES AND LONG-TERM AGREEMENT

No agent or official of the Local Union is authorized to execute a real estate lease, deed, service or maintenance contract or other long-term agreement unless the proposed agreement has been reviewed by an outside expert or attorney and approved by the Local Union Executive Board.

ARTICLE X - THE NEGOTIATING COMMITTEE

- Section 1** The Negotiation Committee will consist of the President, the Chairperson, and three (3) representatives. The three (3) representatives shall be elected, one from each campus elected by the members of their respective campus.
- Section 2** The Negotiating committee will negotiate all contracts with County of Erie/Erie Community College.
- Section 3** In the event the County of Erie or the College attempts to negotiate AAEC represented positions out of the union in the negotiation process, the AAEC negotiating team shall instruct management to use the PERB process for such a claim as described in Chapter IV - Section 1 of the Erie County Personnel and Policies and Procedures manual.

ARTICLE XI - THE GRIEVANCE COMMITTEE

- Section 1** The Grievance committee will consist of the President, Chairperson, and three (3) representatives. The three (3) representatives shall be elected; one from each campus elected by the members of their respective campus.
- Section 2** The Grievance Committee shall administer the Grievance procedure of the Local.

ARTICLE XII - RETURN OF PROPERTY

All elected or appointed officials and other members of the Local handling funds or other property of the Local shall, at the completion of their duties, turn over all papers, documents, funds, and/or other Local property to the properly constituted Local officers within a period of ten (10) days.

ARTICLE XIII - STANDING COMMITTEE

Section 1

The Union shall have the following standing committees: Constitution and Bylaws, Union Label, Education, Conservation and Recreation, Community Services, Civil Rights, Citizenship and Legislative, Consumer Affairs, Veterans, a Local Unions Woman's Committee where such membership exists, and such other committees as they deem necessary.

Section 2

The chairpersons of all Standing Committees listed shall be appointed by the President. The chairperson will appoint the respective committee members upon approval of the Executive Board.

Section 3

These committees shall perform all duties assigned to them by the International Constitution and such additional duties they are asked to perform.

ARTICLE XIV - MEETINGS

- Section 1** A general membership meeting will be scheduled at least once every three months. Notification will be at least one week in advance.
- Section 2** Special meetings may be called by the President or a majority vote of the Executive Committee.
- Section 3** A Quorum shall consist of 20% of membership.
- Section 4** During the interim period a Work Place Council will be established. The workplace council will consist of the Executive Board, Negotiation Committee, and Grievance committee. The council shall meet and serve the membership body in each of the intervening two months.

ARTICLE XV - PARLIAMENTARY AUTHORITY

Roberts Rules of Order, Newly Revised, shall govern all the Administrators' Association meetings and its committees in all cases where applicable, unless defined by these by laws.

ARTICLE XVI - COMPENSATION AND EXPENSES

Section 1 The President, Vice President, Financial Secretary/Treasurer, Recording Secretary, Grievance Chair, and Negotiating Chair shall be compensated every six months at the following rates: President \$750; Vice President, \$450; Financial Secretary/Treasurer, \$500; Recording Secretary, \$450; Grievance Chair, \$450; and Negotiating Chair, \$450. These rates shall commence on January 1, 1999 and henceforth be equal to the Negotiations and Grievance Chair compensation.

Section 2 Any officer or member, elected or appointed, participating in Local or International business will be compensated within the following guidelines:

- (1) Lost time -- regular, hourly rate.
- (2) Transportation -- air coach or surface travel as per UAW international allowance.
- (3) Hotel -- at single room occupancy rate or the proportionate amount if shared with another member or members.
- (4) Meal Allowance, as per UAW International allowance.
- (5) Registration Fee.
- (6) Miscellaneous associated expenses -- to include, but not limited to; ground transportation, parking, mileage as in 2 above.

Section 3 The fiscal year of this Local Union shall begin on January 1 and end on December 31.

ARTICLE XVII - LOST TIME

Section 1 The Local Union shall pay a representative or member lost time only when that representative or member is performing necessary duties for and on behalf of the Local Union during a time for which she or he would otherwise be compensated by the employer.

The amount of lost time should never exceed the amount which the Local Union representative or member would otherwise have received from her/his employer for the same period of time for which she or he is being compensated by the Local Union.

ARTICLE XVIII - BY LAW CHANGES AND AMENDMENTS

Section 1

These By Laws shall be amended, altered or revised only in conformity with the following procedure.

- A. A resolution or motion, in writing, calling for amendment, alteration or revision shall be presented and read to a regular membership meeting and it must be seconded.
- B. The resolution or motion shall then be referred to the By Laws committee and shall be reported out by said committee at the next regular membership meeting, together with the recommendation of the Committee.
- C. A vote shall then be taken on the recommendation of the By Laws Committee and it shall require a vote of two thirds(2/3) of those voting for adoption.
- D. When changes to these By Laws are accepted and approved such changes shall be printed on separate pages and/or attached to the existing By Laws until the next general printing of said By Laws, then it shall be entered into its proper place.

Section 2

The By Laws of the Local Union shall at all times be subordinate and subject to the provisions of the Constitution as such Constitution now exists or may from time to time hereafter be altered or amended, and in the event of any conflict, the Constitution shall govern.

Section 3

Copies of these By Laws or any addition, alterations or revisions shall be submitted to the Regional Director and to the corresponding officer or officers of the International Union.